



Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Field Trip or Excursion

Department _____

Class/Club/Team _____

In consideration of being permitted to participate in any way in

Description of Field Trip or Excursion (including start and end dates):

If participating in multiple field trips or excursions for a class/club/team, list the multiple activities including the dates of each (if necessary, indicate "see attached" and use separate sheet).

Waiver: I acknowledge that the California Code of Regulations Title 5, section 55220 states that, "all persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion." I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Butte-Glenn Community College District, its officers, employees, and agents (collectively "District") or the State of California from liability **from any and all claims including the negligence of the District**, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to participation in the field trip or excursion.

Acknowledgment and Assumption of Risk: I understand that participation in the field trip and excursion carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. I understand and acknowledge that some of these potential injuries include, but are not limited to: 1) **minor injuries** such as scratches, bruises and sprains, 2) **major and catastrophic injuries** such as loss of sight, broken bones, heart attacks, concussions, exposure to bloodborne pathogens, exposure to communicable diseases, paralysis and death.

I have read the previous paragraphs and I understand these and other risks that are inherent in the field trip or excursion. I hereby assert that my participation is voluntary and that I knowingly assume all risks related to the field trip or excursion. I understand the District, its, officers, employees and agents shall not be liable for any injury and or illness suffered by me which is caused by or associated with participation in the field trip or excursion.

Indemnification and Hold Harmless: I agree to INDEMNIFY AND HOLD the District HARMLESS for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the field trip or excursion and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Acknowledgement and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Print Name of Participant

Date

IF PARTICIPANT IS UNDER 18 YEARS OF AGE.

Signature of Parent/Guardian of Participant

Print Name of Parent/Guardian

Date

Distribution: Maintain this form for five (5) years after the end of the event in the sponsoring department.