

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
FIELD TRIP / EXCURSION WAIVER

Instructor/Administrator: _____

Program: _____

Course number and name: _____

Semester and Year: _____

FIELD TRIP/EXCURSION DESTINATION(S):

[Include State or Country if destination(s) outside California]

FIELD TRIP/EXCURSION **DEPARTURE** DATE and TIME:

[Dates are subject to change due to weather conditions, etc.]

PLANNED FIELD TRIP/EXCURSION **RETURN** DATE and TIME:

Title 5, California Education Code of Regulations, Section 55450, governs field trips / excursions relating to California Community Colleges. It states in part: "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 any reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims."

WAIVER AND RELEASE OF LIABILITY / ALL CLAIMS

In accordance with Title 5, California Code of Regulations section 55450, and applicable law, and in consideration of my / my STUDENT's ["STUDENT" here includes a child or other minor on whose behalf I have legal authority to sign this document] participation in said field trips(s) or excursion(s), I hereby release the Gavilan Joint Community College District (hereinafter "District"), its officers, employees, and agents from and waive all claims that may be made by me/my STUDENT, me/my STUDENT's estate, heirs, and assigns, both present and future, for

Gavilan College Field Trip / Excursion Waiver And Release

Version = 3/10/2005

Page 1 of 3

any and all injury (both physical and non-physical), accident, illness, death, or property damage occurring during or relating to the above described field trip(s) / excursion(s), regardless of cause. Further, I agree to indemnify and hold harmless the district, its officers, employees, and agents from any claims and actions for damage or injury which any person may claim was caused by, or was the result of, my / my STUDENT's conduct while participating in said field trip(s) / excursion(s).

Further, by signing below, I am hereby acknowledging I am fully aware of the following risks, and NUMEROUS OTHER INHERENT RISKS in field trips and excursions, especially those involving traveling to, around and from other states and foreign countries. These risks include, but are not limited to: death, serious injury (both physical and non-physical), due to accidents vehicular and otherwise, illness, infectious diseases, natural disasters, criminal acts, civil/political unrest, war, and acts of terrorism, among others.

In addition, I waive any and all rights or benefits which I/my STUDENT may have or claim under California Civil Code section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I sign this document allowing me/my STUDENT to voluntarily participate in the above described field trip(s) or excursion(s) with full understanding of the numerous risks and dangers involved, and hereby agree to accept any and all inherent risks of harm to property and/or person. I further agree to indemnify and hold harmless District, its employees, representatives, and all other parties listed above, for any and all claims arising as a result of my/my STUDENT's participation in such field trip(s) / excursion(s), or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of California, and all other jurisdictions in which it may apply, and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings relating to this document shall be in the State of California, County of Santa Clara.

By signing this form, I hereby affirm that I am 18 years old or older, have carefully read this entire agreement, understand it, and agree to be bound by its terms and conditions for all field trips, excursions, and educational activities that my STUDENT undertakes as part of the program and/or course indicated above. I fully understand that by signing this form, I am giving up all legal rights to collect damages and/or remedies, which may be available to me/my STUDENT for liability of District or any of the parties listed above, relating to the program / course listed above, and that I and my STUDENT (when applicable) agree and promise not to sue the District or other parties listed above. Being of sound mind, I hereby sign this agreement knowingly and voluntarily and of my own free will.

Gavilan College Field Trip / Excursion Waiver And Release

Version = 3/10/2005

Page 2 of 3

By signing this form below as a Parent / Legal Guardian, I hereby agree, warrant and represent to all parties and agencies concerned that I am a person with sufficient and appropriate parental authority / responsibility and legal status to be signing this document, including all releases of claims / liability on behalf of the minor STUDENT involved. Should this status and authority later be challenged or be found to be untrue, I hereby agree to fully reimburse Gavilan College, and any / all of its employees, agents and representatives, and indemnify and hold them harmless from and for any and all liability, costs, expenses, and responsibility for such challenge and/or discovery, including, but not limited to, all of the District's court costs and fees, including attorneys' fees.

Printed Name of Student and I.D. #: _____

Signature of Student: _____

Printed Name of Parent/Legal Guardian: _____
(Only if STUDENT is under 18 years of age.)

Signature of Parent/Legal Guardian: _____
(Only if STUDENT is under 18 years of age.)

Effective Date: _____