

**EXCURSION AND FIELD TRIP WAIVER AND RELEASE OF LIABILITY**

Pursuant to Education Code § 72640, I, \_\_\_\_\_ (“the Participant”) , do hereby waive all claims against the Santa Barbara Community College District, the State of California and their respective officers and employees, heirs and assigns, for injury, accident, illness, or death occurring during or by reason of the educational field trip from Santa Barbara Community College District to **Western Sierra Nevada region** (“the Program”) which is to take place **August 3 - 10, 2014**.

The undersigned Participant acknowledges that by participating in the Program that he/she may be putting himself/herself into a high risk situation, beyond normal classroom experiences, that could result in injury, accident, illness, or death. The risks include, but are not limited to, those caused by temperature, weather and extreme natural conditions. The undersigned agrees the anticipated educational experience is worth this personal risk and agrees to waive, release and discharge Santa Barbara Community College District, the State of California and their respective officers and employees, heirs and assigns, from any and all liability for the Participant’s death, injury, accident and/or illness during or by reason of the Program.

The undersigned Participant further acknowledges that he/she is in good physical health, with no known physical or health limitations that might affect Participants ability to comply with the fundamental requirements of the Program, and that he/she has not been advised otherwise by a qualified medical person. By signing below, he/she hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Program, and acknowledges that he/she may be sent home, at Participant’s expense, if he/she refuses necessary medical treatment. Santa Barbara Community College District, the State of California and their respective officers and employees, heirs and assigns are in no way responsible or liable for medical costs or the costs of emergency evacuation.

The undersigned Participant further declares and represents that no promise, inducement or agreement not herein expressed has been made to the Participant, and that this waiver contains the entire agreement between the parties hereto, that the terms of this waiver are contractual and not a mere recital, and that this waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

The undersigned Participant further declares and represents that he/she has read the foregoing waiver and fully understands it, and that this waiver of liability is to be binding on Participant’s heirs and assigns.

Dated this 3<sup>rd</sup> day of August, 2014.

Student’s signature \_\_\_\_\_

Signature of parent or guardian if student is under 18 \_\_\_\_\_

Instructor’s signature \_\_\_\_\_