



Elite Academic Academy Charter School

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT FOR NON-STUDENTS
AND PARENTS TO PARTICIPATE IN FIELD TRIPS**

This is an assumption of risk, release from liability, and indemnity agreement (“Agreement”) entered into by and between _____ (“Parent”), and Elite Academic Academy Charter School, which is the legal entity that operates Elite Homeschool Academy. I hereby give permission for my child, _____ (“Minor”), to participate in the School’s field trip to _____ on __/__/____ (the “Field Trip”). I understand and acknowledge that Minor is not a student of the School, and I am voluntarily requesting that the School allow for him/her to participate in the Field Trip for my own benefit and at my own risk. I further understand and acknowledge that the School has no obligation whatsoever to allow Minor or myself to participate in any capacity.

1. Assumption of Risk. I know and fully understand that the Field Trip may involve numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, or even die. Regardless of whether the Field Trip involves physical activities or not, it may have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by the School, teachers, students, volunteers, other faculty, or other staff. I further understand that Minor or myself may suffer personal injury, property damage, or death as a result of his/her/our participation. I agree to assume all risks and to exempt, release, and discharge the School, its Board of Directors, officers, employees, volunteers, and agents from any and all liability, including but not limited to personal injury, property damage, or wrongful death as a result of my or Minor’s voluntary participation in the Field Trip, including that caused by the negligence of any person.

2. Release from Liability. As set forth in Education Code Section 35300, all persons participating in a field trip or excursion shall be deemed to have waived all claims against the School for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. In addition to the foregoing, and in consideration for the School allowing myself and/or Minor, who is not a student of the School, to participate in the Field Trip, I voluntarily agree to release, waive, discharge, and hold harmless the School, its Board of Directors, officers, employees, volunteers, and agents from any and all claims of liability arising out of their negligence, strict liability, or any other act or omission which causes, or is otherwise related to, the illness, injury, death, and damages of any nature in any way connected with my and/or Minor’s participation in the Field Trip. I release the foregoing entities and individuals from any said liability regardless of whether any act or omission at issue was authorized or unauthorized and regardless of what activities may occur and continue during or related to Minor’s participation in the Field Trip. I hereby agree to the foregoing release on behalf of me and my heirs, executors, administrators, and assigns.

3. Indemnification and Hold Harmless. I agree to indemnify and hold harmless the School, its Board of Directors, officers, employees, volunteers, and agents from any and all claims, including any and all defense costs (which shall include attorneys’ fees), incurred in connection with claims for bodily injury, property damage, or wrongful death sustained by third parties which may have been caused by me and/or Minor, whether negligent or not, in the course of our participation in the Field Trip.

4. Responsibilities. Minor and/or I agree to follow all rules, regulations, and instructions of the School while participating in the Field Trip, and I represent that Minor and I are physically and mentally capable of participating in the Field Trip. I understand that failure to follow all rules, regulations, and instructions may result in Minor and/or myself being prohibited from participating in future School field trips.

5. Consent for Medical Treatment. It is possible that Minor may become ill, injured, or otherwise require medical treatment while participating in the Field Trip. Except in the case of an emergency, the School shall attempt to contact the emergency contact person designated below prior to taking action, other than first-aid, related to



medical treatment. This is to prevent a dangerous delay in case an emergency does occur and the School is unable to contact the emergency contact person. The undersigned acknowledges that the School is under no obligation to contact the emergency contact person prior providing or obtaining the provision of first-aid treatment.

Emergency Contact: _____

Relationship to Participant: _____

Emergency Contact Address: _____

Emergency Contact Phone: _____

The undersigned parent or legal guardian hereby acknowledges that if Minor becomes injured, suffers from illness, or otherwise requires medical treatment while participating in the Field Trip, the School, including its Board of Directors, officers, agents, employees, and volunteers including chaperones, will proceed at their discretion by taking any measures that they deems are appropriate to the type and extent of the injury or illness, unless **“OBJECTION TO MEDICAL TREATMENT”** is initialed below. In the event of injury or illness to Minor, the undersigned parent or legal guardian hereby authorizes the School, including its Board of Directors, officers, agents, employees, or volunteers including chaperones, to secure whatever treatment is deemed necessary, including the administration of an anesthetic, surgery and/or, dental treatment. Should emergency medical services become necessary for Minor, the expenses are the sole responsibility of Minor and/or Parent and not that of the School. Personal medical insurance is strongly advised.

OBJECTION TO MEDICAL TREATMENT: _____ By initialing here, I hereby object to medical treatment for Minor, other than for emergency first-aid treatment.

In signing this Agreement, I fully recognize and understand that if I or Minor experience personal injury, property damage, or death as a result of participation in the Field Trip, I am giving up all rights and the rights of my child, heirs, executors, administrators, and assigns to make a claim or file a lawsuit against the School, its Board of Directors, officers, employees, volunteers, or agents.

I, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. I UNDERSTAND THAT I AM ASSUMING ALL RISKS INHERENT IN THE FIELD TRIP. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS AND THE VOLUNTARY PARTICIPATION OF MYSELF AND/OR MINOR IN THE FIELD TRIP.

Printed Name and Signature of Parent/Guardian

Date:

Printed name of Minor