

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The Tamalpais Union High School District is required to obtain the waiver and release described below pursuant to the terms of California Education Code section 35330, which provides as follows: "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. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waving such claims."

By signing below, I give my consent to have my child _____
voluntarily attend the field trip to _____ on _____
(Location) (Date)

I understand that the field trip is not a required activity of my child's class. While field trip attendance is encouraged, it is not required.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, AND DISCHARGES DRAKE HIGH SCHOOL AND THE TAMALPAIS UNION HIGH SCHOOL DISTRICT, their officers, employees, board members, and agents (herein referred to as "releasees") from all liability to my son/daughter, the undersigned, their personal representative, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on the account of injury to the person or property of, or resulting in death of my son/daughter, while my son/daughter participates in the _____ field trip to _____ on _____
(Sponsoring Program) (Location) (Date)

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS _____ HIGH SCHOOL AND THE TAMALPAIS UNION HIGH SCHOOL DISTRICT, and each of them from any loss, liability, damage or cost the undersigned may incur due to the participation of my son/daughter in the field trip to _____ on _____
(Location) (Date)

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE caused by or incurred by my son/daughter while my son/daughter is participating in the field trip to _____ on _____
(Location) (Date)

4. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY 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, notwithstanding, continue in full legal force and effect.

I, THE UNDERSIGNED HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

Signature of Parent or Guardian Date