

**TAMALPAIS UNION HIGH SCHOOL DISTRICT
ROPES COURSE FIELD TRIP
CONSENT, RELEASE AND WAIVER, AND INDEMNITY AGREEMENT**

In connection with your student’s participation in the Ropes Course team building field trip described below, the Tamalpais Union High School District (“District”) requires you to sign and return this informed consent, release and waiver, and indemnity agreement, pursuant to the terms of section 35330 of California Education Code, 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.

Background Facts and Risks
[PLEASE READ IN ITS ENTIRETY]

During this school year, the District may sponsor field trips to ropes courses for purposes of team building and developing leadership skills, in which your student may participate with your consent.

While participating in a ropes course your student may engage in physical activities that involve a potential for injury to person or property. By signing this form, you confirm your understanding that certain elements of the ropes course program are physically active and demanding, and may include risks that could result in physical or emotional injury, paralysis, damage to self, property, or third-parties, or even death.

You understand that such risks cannot be eliminated without jeopardizing the essential qualities of the program or activity. To the extent that your student participates in such activities, it is voluntary and you assume full responsibility for any loss or injury resulting from your student’s participation.

Participation in the Ropes Course Field Trip may also require transportation, which will be provided by contract bus, public transportation, District owned 12-passenger vans, rental vans, or vehicles owned by students, volunteers, or staff. The drivers will consist of staff members, volunteers, contract drivers, and students.

Consent, Release and Waiver, and Indemnity

By signing below, I hereby certify to the District that I am the parent or legal guardian of _____ **[name of student participating in field trip]** and further agree that I have read, understand, and am fully informed of all of the above information, including the above-described risks of participation, and, on that basis, hereby give my consent to have my student voluntarily participate in the Ropes Course Field Trip and any necessary transportation during this school year.

In addition:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, AND DISCHARGES THE DISTRICT, its officers, employees, board members, volunteers, and agents (referred to as "Releasees") from all liability to my student, the undersigned, their personal representative, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on the account of injury, accident, illness to the person or damage or loss of property of, or resulting in death of my student, arising out of or in connection with participation by my son/daughter in the Ropes Course Field Trip, whether or not caused by Releasees during the above described activity.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES, and each of them from any loss, liability, damage or cost the undersigned may incur due to the participation of my student in the Ropes Course Field Trip.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE caused or incurred by my student while my student is participating in the Ropes Course Field Trip.

4. THE UNDERSIGNED further expressly agrees that the foregoing CONSENT, RELEASE AND 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 hereof is held invalid by a court of competent jurisdiction, it is agreed that the balance shall, notwithstanding such invalid portion, continue in full legal force and effect.

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

Signature of Parent or Guardian

Date