



VISITING SCHOOL: _____

**SCOUT ISLAND OUTDOOR EDUCATION CENTER
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS
WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT
(PLEASE READ CAREFULLY)**

I request permission to participate in Scout Island Outdoor Education Center's programs. This may include activities such as kayaking, ROPES course, archery, or other educational opportunities such as service-learning and/or professional development activities (the "Program"). I understand that permission will be granted only if this Waiver, Release, and Hold Harmless Agreement ("Waiver") is executed.

In exchange for permission to participate in the Program, I personally assume all risks of any harm, injury, or damage, whether foreseen or unforeseen, associated with my visit to and participation in the Program. I understand and agree that The Fresno County Superintendent of Schools, The Fresno County Board of Education, and their respective employees, officers, agents, members, trustees, beneficiaries, affiliates, assigns, and Program partners (the "Released Parties") shall not be liable or responsible in any way for any injury, death or other damages to me or my family, heirs or assigns that may occur as a result of my participation in the Program or any activities occurring while I am at field sites, or as a result of product liability or the negligence (whether passive or active) of any party relating in any way to my visit. I agree to indemnify, defend, and hold harmless the Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death by me, or my family, estate, heirs, or assigns, relating in any way to my visit to the Program or any activities occurring while I am there.

I understand that participating in the Program involves certain inherent risks, including, but not limited to, the risks of possible injury, infection, or loss of life as a result of the proximity to running and standing water, uneven terrain, dense bushes, trees, and underbrush, wildlife, environmental conditions, or my own over-exertion. I understand that some Program activities may be in or around water, and that during these activities, there is a possibility that I may fall into water and may need to swim or wade ashore. I also understand that kayaking activities involve unanticipated hazards presented by the flow of the river, such as rapids, being swept into overhanging bushes and trees, the possibility of capsizing, getting wet, or needing to swim to shore. Despite these risks, all of which I am willing to assume, I wish to participate in the Program.

When participating in service-learning opportunities, I agree and acknowledge that: (1) I am volunteering my services for the Program without anticipation of any payment because I want to personally participate in the Program; (2) I will perform assigned tasks to the best of my ability, and I will not do tasks that are beyond my ability; (3) I am familiar with the safe operation and use of the equipment or tools that I may use during this activity, and I will not use any equipment or tools with which I am unfamiliar or do not know how to safely use; (4) I have received complete instructions about the work I will perform at the Program, including safety and emergency procedures, and I understand those instructions; (5) I will use only the supplies, equipment and tools provided by individuals supervising me at the Program, and will not do anything to damage the environment in any way; (6) I will observe all safety rules and use care in the performance of my assignments; (7) I am engaging in this activity at my own request and risk, and not as an employee, agent, official, officer or representative of any of the Released Parties, and I am not entitled to any compensation, benefit or insurance coverage from any of the Released Parties, nor will I make any such claim; and (8) I have been advised of the contents of California Education Code section 35330, which applies to the Program and states: "All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion."

There are no personal limitations that would keep me from participating in the Program. Should I be injured while participating in the Program, I authorize any licensed physician to perform emergency or surgical treatment as, in his/her sole judgment, may be necessary.

Please check one of the two following boxes and complete the blanks below.

I, the undersigned, hereby ☐ **GIVE CONSENT** or ☐ **DO NOT GIVE CONSENT** to the FCSS or any other entity approved by FCSS to take photographs, motion pictures, digital images, sound recordings, and/or DVD/video tapes("recordings") of my child, singly or in a group during the Program or other FCSS-related activities, for the purpose of informing other students, teachers, parents, and the general public of the aims and activities or methods of instruction of FCSS programs and services.

- A. I understand that these recordings may be shown to local and national audiences, in local newspapers as well as national publications, and may be posted on the Internet. It is agreed that I may inspect or review these recordings upon request.
- B. It is further agreed that neither my child nor I shall have any right, title, or interest in the above-named recordings, nor shall my child or I have any right to any cause of action for damages.

I understand the terms of this document are binding, and I have signed this document of my own free will. I have fully informed myself of the contents of this Waiver by reading it before I signed it. I declare that I am over the age of 18 and legally competent to sign this document.

Participant First and Last Name: _____

Signature of Participant: _____ **Date:** _____

Address: _____
Address City Zip Code

Telephone Number: _____

Emergency Contact Person: _____

Telephone Number: _____

IF PARTICIPANT IS UNDER 18, HIS/HER PARENT OR GUARDIAN MUST SIGN. I am the parent or legal guardian of the above participant, and he/she has my permission to participate in the Scout Island Outdoor Education Center programs. I have read and agree to all of the provisions above on behalf of the participant and will be bound thereby.

Parent/Guardian First and Last Name: _____

Signature of Parent/Guardian: _____

Date: _____