FIELD TRIP WAIVER

DATE OF TRIP: March 16, 2023

PERMISSION, WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration for permitting the Student named below (“Student”) to participate in the ﬁeld trip to The Getty Museum on March 16, 2023 (“Field Trip” or “Activity”), with Harkham-GAON Academy, Inc. (the “School”), the undersigned, parent(s), or legal guardian(s) of the Student, on behalf of their heirs, executors, administrators and assigns, and on behalf of the Student, hereby agree to the following terms and conditions (“Agreement”):

1. Voluntary Participation. I give permission for the Student to participate in the Field Trip. I understand that the Student’s participation in the Field Trip is strictly voluntary. Participation is not required for graduation or part of any mandatory course work.

2. Student Conduct. I understand that the Student is expected to abide by all School regulations, including those in the student handbook, during the course of the Field Trip.

3. Acknowledgement of Risk. The Student may participate in activities during the Field Trip including but not limited to: Means of transportation,

The activities the students engage in during the Field Trip may be dangerous and include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause personal injury, including emotional trauma, permanent disability, paralysis and even death. School and its program leaders cannot foresee every possible contingency or completely eliminate all risk. I have had opportunities to discuss the Field Trip with the School.

4. Assumption of Risk. I understand and acknowledge that certain risks are inherent in ﬁeld trips and assume responsibility for any such risks associated with participation in the Activity. The Field Trip risks include, but are not limited to, travel and transportation in California and to and from Snow Valley, and all risks as identiﬁed in Section 3 of this Agreement. I understand that these injuries or outcomes may arise from Student’s or other’s actions, inaction or negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I acknowledge and expressly assume all risks and dangers associated with all Field Trip activities (including travel to, from and during the Activity), whether described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which Student may suffer, arising in whole or in part from the Student’s participation in the activities of the Field Trip.

5. Voluntary Release of All Claims. I voluntarily release, discharge, waive and relinquish all claims against the School, its ofﬁcers, trustees, directors, employees, volunteers, insurers, agents and representatives (collectively “the Released Parties”), arising out of ordinary negligence that are in any way related to or arising from the Field Trip, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage or wrongful death. This release, discharge, waiver and relinquishment also pertains to any instruction or supervision related to the Field Trip on the part of the School, its ofﬁcers, directors, trustees, employees and agents. It is the intent of this Agreement to relieve the Released Parties from negligence to the greatest extent permitted by law.

6. Release from Third-Party Liability. I understand that the School is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor or entity that may provide any services, hospitality, public and/or private transportation, equipment, training or activities associated with the Field Trip. I hereby relieve the Released Parties from any and all claims arising out of such third party liability, events, acts, or omissions.

7. Indemniﬁcation/Hold Harmless. Parent(s) or legal guardian(s) of Student may be held liable and responsible for any injury or death to another person or injury to property of another caused by the Student. I hereby agree to indemnify (meaning to defend, and to satisfy by payment or reimbursement, including costs and attorneys’ fees) and hold harmless the Released Parties with respect to any claims of injury, death or other loss or damage to person or property suffered by any person arising in whole or in part from the conduct of the Student while enrolled or participating in the Field Trip.

8. Medical Care. Any adult accompanying Student on the Field Trip may consent to the administration of medical or dental care to the Student as deemed appropriate. [Payment for the trip includes Comprehensive Emergency Medical Insurance. To the extent that emergency medical or dental services are required that are not covered by such insurance, I agree to assume full responsibility for the costs of such medical or dental care for the Student] OR

I understand that School does not carry or maintain health, medical or disability insurance coverage for the Student, and I therefore agree to assume the responsibility for such insurance coverage for the Student].

9. Photos or Likeness of Students are School Property. I authorize the School to photograph and/or to make video or audio recordings of the Student, or to use Student’s name, voice, signature, photograph or likeness, in any and all School publications or promotions in any media whatsoever, for any period of time that may extend beyond Student’s enrollment at the School, and without compensation from the School.

10. Entire Agreement. This Agreement constitutes a single, integrated contract expressing the entire Agreement of the parties with regard to the subject matter addressed in this Agreement. There are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement. This Agreement may be modiﬁed or superseded only in a written instrument to this Agreement that speciﬁcally references the Agreement and is executed by all parties.

I agree that this release is intended to be as broad and inclusive as is permitted by the law in the State of California and that if any part of this release is deemed to be invalid, the remaining terms shall continue in full force and effect.

I have taken steps to become informed about the Field Trip and certify that I am satisﬁed with the nature and quality of the Field Trip as a voluntary activity for the Student. I have read this Permission, Waiver, Release and Indemnity Agreement and fully understand its terms. I understand that signing this agreement is voluntary and that I have been given the opportunity to seek legal counsel and to question the School before signing this binding document.

I understand that my signature below authorizes the Student to participate in this Field Trip, subject to the terms and conditions stated in this Agreement.

Unless one parent has had his/her parental rights terminated by court order, both living parents must sign this Agreement. For any questions or concerns regarding this requirement, please contact the school receptionist.

PARENT’S/LEGAL GUARDIAN’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT’S/LEGAL GUARDIAN’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STUDENT’S SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_