

VOLUNTARY PARTICIPATION AND WAIVER FORM

In consideration for permitting the Student named below ("Student") to participate in the Temple Israel of Hollywood ("TIOH") sponsored Confirmation Fishing Expedition ("Trip") 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 Trip to Castaic Lake or other destination as determined by TIOH on 1 March 2020. I understand that the Student is not obligated to participate in this Trip.
2. Acknowledgement of Risk: I understand and acknowledge that the activities the Students engage in during the Trip, including transportation to and from the destination and stops along the way, 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 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 Trip with the School.
3. Assumption of Risk: I understand and acknowledge that certain risks are inherent in the Trips in general as describe without limitation above, and assume responsibility for any such risks associated with participation in the Activity. The Trip risks include, but are not limited to, travel and transportation in to and from destination and all risks as identified in Section 2 of this Agreement. I acknowledge and expressly assume all risks and dangers associated with all Trip activities, and related activities 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 enrollment and participation of the Student, in the activities of the Trip. I further understand that although there will be adult chaperones attending this Trip, part of the value of the Trip is to foster a sense of independence. Therefore, the Student will not be under the chaperones' direct supervision and will be expected to follow direction without issue and comport themselves in a responsible and safe manner as more explicitly explained in section 6 below.
4. Acknowledgement of Itinerary: I acknowledge that the School has provided information regarding the educational objectives, program overview, transportation and meals arrangements, as well as the detailed itinerary and requirements for the Trip to the Student and the individuals that have signed below.
5. No Exceptions to Group Travel Plans: I agree that the Student will travel with the school group according to the travel plans made by the School. I will not expect any exceptions to be made for the Student because of personal or family plans.

6. Student Conduct: I understand and acknowledge that the Student is expected to abide by all school regulations, including those in the student handbook, during the course of the Trip. I acknowledge that independence, responsibility, and autonomy are a critical part of the Student's learning experience. During the Trip the Student will be subject to limited supervision and will be held responsible for his/her own actions. I agree that the School has the right, in its sole and absolute discretion, to terminate the Student's participation in the Trip at any time for conduct deemed detrimental to the School or to the Student.

7. Voluntary Release of All Claims: I voluntarily release, discharge, waive and relinquish all claims against the School, its officers, agents and employees, agent, vendors, and assigns, that are in any way related to or arising from the 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 Trip on the part of the School, its officers, directors, trustees, employees and agents, and will be enforced to the greatest extent permitted by law.

8. 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, guide, boat operator or other, who may provide or schedule any services, hospitality, public or private transportation, equipment, training or activities associated with the Trip. In arranging for Student travel, the School may use private or rental vehicles other services whose performance and service cannot be controlled. Consequently, I agree and acknowledge that the School is not responsible for the actions of these entities for matters including, but not limited to, injuries or damage caused by a third-parties.

9. 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 School (its officers, employees, agents, volunteers, vendors and assigns), 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 Trip.

10. Pre-Existing Medical Condition of Student: I release School and its specified leaders from all claims and liability for any illness, injury, loss of property, or death resulting during or after the program from a pre-existing medical (physical, emotional, or psychological) condition of the Student. I have read and completed fully confidential medical forms provided by School, which are attached. I accept full responsibility for omissions or errors on the medical information form. To the best of my/our knowledge, the Student has no medical (physical, emotional or psychological) conditions that would interfere with her/his ability to participate in the Trip or would otherwise endanger his/her health while participating in this program.

11. Medical Care: Any adult accompanying Student on the 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.

12. **Severability:** If any provision of this agreement is held to be invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect.

13. **Entire Agreement:** This Agreement constitutes a single, integrated contract expressing the entire Agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto, concerning the subject matter hereto, except the agreements set forth hereto. 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 have taken steps to become informed about the Trip and certify that I am satisfied with the nature and quality of the Trip as a voluntary activity for the Student. I have read this Permission, Waiver, Release and Indemnity Agreement. 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.

Name of Student:

Student _____
(Signature) (Date)

Name of Parent/Guardian:

Parent/Guardian _____
(Signature) (Date)

Name of Parent/Guardian:

Parent/Guardian _____
(Signature) (Date)

EMERGENCY AND MEDICAL INFORMATION

The undersigned parent(s) or legal guardian(s) of the Student, on behalf of our heirs, executors, administrators and assigns, and on behalf of the Student, hereby agree to the following terms and conditions set forth below:

I understand and acknowledge that, in all matters relating to the operation of the School and all School-sponsored activities, the School through its agents and employees stands in loco parentis to the Student. As such, a representative of the School retains the sole and absolute discretion and is hereby authorized to make such arrangements as he/she considers necessary for the Student to receive medical/hospital care, including necessary transportation. The Student and the parent(s)/guardian(s) consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. **The undersigned parent(s)/guardian(s) fully understand(s) that the resulting expenses will be the responsibility of the parent(s) or guardian(s).**

The following information will accompany the faculty and children on the Trip:

Emergency contact: Name: _____ Tel. No. _____

Additional contact: Name: _____ Tel. No. _____

Name of Student's

Primary Physician: Name: _____ Tel. No. _____

Please note any important medical or allergy information, including any limitation on medical treatment rendered to Student:

A special note to Parent(s)/Guardian(s):

(1) All medications must be registered on this form;

(2) All drugs, excepting those which must be kept on the Student's person for emergency use, must be kept and distributed by the staff;

(3) ☐ Check here if there are **no** special problems that the staff should be aware of and no medication is required on the trip;

(4) You must provide more than the required dosages of any medicine because there may be limited access to particular types of medicine on the Trip.

(5) If any medication(s) are to be taken by Student, please list them below (Name of drug and reason)

My signature below authorizes Student to participate in the Trip:

Parent/Guardian Signature _____

Date: _____

Parent/Guardian Signature _____

Date: _____

(COPY OF FORM TO BE CARRIED BY SUPERVISOR ON TRIP)