



SAGE HILL SCHOOL

PARTICIPATION AND RELEASE AGREEMENT

Sage Hill School SCRAM 2024 – November 16, 2024

As consideration for Sage Hill School (the “School”) allowing my child to participate in the Field Trip to the **Sage Hill School SCRAM 2024 on Saturday, November 16**, I hereby agree as follows:

CONSENT TO PARTICIPATE

I hereby give my full consent and permission for my child to participate in the School’s Field Trip, and all travel associated with the Field Trip. I am aware that my child’s participation in this Field Trip may involve time away from campus that most likely will not be supervised by Sage Hill School faculty or staff. I am also aware that my child may leave campus in the child’s own vehicle either alone or with other students or in another student’s vehicle as a passenger. I understand that this travel arrangement is different from the transportation policy set forth in the School’s handbook and agree to this limited deviation from the transportation policy in the handbook.

ACKNOWLEDGEMENT OF RISK

I acknowledge that my child may be exposed to unforeseen circumstances or occurrences as a result of my child’s participation in the Field Trip, including but not limited to, accidents, illnesses, injuries, diseases, allergic reactions, weather conditions, large crowds, the need to use third parties’ vehicles, unexpected transportation delays, unavailable transportation facilities, strenuous outdoor activities, different standards of design, safety, and maintenance of buildings, public places and conveyances, local medical practices and conditions, natural hazards, crimes, and other unusual or unfamiliar situations. I further acknowledge that the risks to my child include, but are not limited to, personal injury (including emotional/psychological harm), serious bodily harm, permanent and temporary disability, death, damage or loss to personal property, and other economic damage and loss. To the extent that these risks can be mitigated, I recognize that my child has primary responsibility for mitigating such risks and that my child has sufficient maturity and judgment to do so. I acknowledge and agree that my child is voluntarily participating in the Field Trip with the knowledge of the risks involved.

The School and its Field Trip leaders cannot foresee every possible contingency or completely eliminate all risk. I have had opportunities to discuss the Field Trip with the School.

ASSUMPTION OF RISK

As consideration for the benefits my child will receive from participating in the Field Trip, and in consideration for my child taking part in the Field Trip, **I AFFIRMATIVELY ASSUME ANY AND ALL RISKS ARISING OUT OF OR RELATING TO MY CHILD’S PARTICIPATION IN THE FIELD TRIP. I FURTHER ACKNOWLEDGE AND AGREE THAT MY CHILD ASSUMES ANY AND ALL RISKS ARISING OUT OF OR RELATING TO MY CHILD’S PARTICIPATION IN THE FIELD TRIP.**

RELEASE OF LIABILITY

To the fullest extent permitted by law, I, on behalf of my child, descendants, dependents, heirs, executors, administrators, assigns and successors, voluntarily release Sage Hill School and its officers, agents, employees, directors, trustees, representatives, and volunteers (collectively, the “Releasees”), from any and all liabilities and claims arising out of, or related to, my child’s participation in the Field Trip. I understand, however, that through this Agreement I am not releasing the Releasees from any damages or injury my child suffers as a direct result of Releasees’ gross negligence or willful misconduct.

AGREEMENT TO INDEMNIFY

I may be held liable and responsible for any injury or death to another person or injury to property of another caused by my child. I hereby agree to indemnify, defend and hold harmless Releasees from any and all claims and liabilities against Releasees arising out of or related to my child’s conduct and actions during the Field Trip to the full extent permitted by law, including but not limited to, my child’s failure to remain under the supervision and/or comply with the rules, standards or instructions of the School.

CODE OF CONDUCT

I understand and acknowledge that all School rules, policies, and the School Handbook apply to my child’s behavior during the Field Trip, including but not limited to, School rules regarding use or possession of illegal drugs (including non-prescription) or alcohol, engaging in sexual activities, and putting the safety of self or others in jeopardy. I understand that the School reserves the right to terminate my child’s participation in the Field Trip and to return my child home early if he/she violates any School rules, policies, standards or instructions, or engages in behavior which in the sole judgment of the School would not be in the best interest of my child or of the School (hereinafter, “Improper Conduct”).

I understand that if my child engages in any Improper Conduct, I may be required to pick up my child from the Field Trip or make immediate arrangements for my child to be transported back to School, at my cost, if deemed necessary by the School, its employees or Field Trip chaperones. I further understand that if my child engages in any Improper Conduct, the School may take steps to mitigate its liability and to protect the School’s reputation, its students, employees and volunteers, including but not limited to:

1. Requiring that my child return to School or return home from the Field Trip immediately, or requiring that I pick up my child from the Field Trip or make immediate arrangements for my child to be transported back home or to School, at my expense. In the School’s sole discretion, my child may/or may not be accompanied by a chaperone (if my child is accompanied by a chaperone, the expense for the chaperone’s travel will also be my responsibility);
2. Banning my child from further participation in future School Field Trips and activities; and
3. Holding an Honor Committee hearing upon return to School, which may include:
 - a. Banning my child from future School-sanctioned events; and
 - b. The imposition of discipline, including suspension or expulsion from the School, consistent with the policies set forth in the School Handbook.

MEDICAL CONSENT AND RELEASE FROM LIABILITY

In the event my child becomes ill or injured and requires immediate medical attention during the Field Trip, I authorize the School and its agents, representatives and employees to consent on my behalf to x-rays, examinations, anesthetics, medical or surgical diagnoses, procedures, treatments or hospital care (hereinafter, "Medical Treatment"), which is deemed advisable by and is to be rendered under the supervision of a duly licensed physician or surgeon licensed under the provisions of California state law and on the medical staff of a licensed hospital or medical facility. I understand and agree that this consent to Medical Treatment in advance does not relieve the parent or guardian for any and all financial responsibilities for such Medical Treatment.

On behalf of myself and my child, descendants, dependents, heirs, executors, administrators, assigns and successors, I hereby release all Releasees from any and all claims and liabilities that arise out of, or relate to, the School's exercise of discretion and authority granted by this consent to Medical Treatment. I understand, however, that through this Agreement I am not releasing the Releasees from any injury my child suffers as a direct result of the Released Parties' intentional misconduct or gross negligence.

MEDICAL CONDITION OF STUDENT

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

GOVERNING LAW

I agree any rights or claims of the parties arising out of or related to this Agreement and/or the Field Trip shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws, except to the extent that federal law would govern.

INTEGRATION, MODIFICATION, AND SEVERABILITY

This Agreement constitutes and contains the entire agreement and final understanding concerning my child's participation in the Field Trip. This Agreement supersedes and replaces all prior negotiations and agreements proposed or otherwise, written or oral, concerning the subject matter hereof. This is a fully integrated agreement. To be enforceable, any modification of this Agreement must be in writing and must be signed by myself and an authorized representative of the School. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

By signing the below, I acknowledge that I have read the foregoing Agreement, and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences. I further agree not to revoke my consent and approval at any time. I hereby represent, warrant and agree that my child will not at any time disaffirm this Agreement by reason of my child's minority or otherwise.

Parent/Legal Guardian Signature

Date

Type or Print Name of Parent/Legal Guardian

By signing the below, I acknowledge that I have read a complete copy of this Agreement. I understand that all of the above terms and conditions in the Agreement are also binding on me. I also understand that this is a School Field Trip and that the School Handbook and School rules apply to my behavior during the Field Trip.

Student Participant's Signature

Date

Home Address _____

Parent/Legal Guardian Phone (day and night) _____

Emergency Contact _____