



Dehesa Charter School 2011-2012
WAIVER AND RELEASE BY PARENT OF MINOR CHILD

I, _____, parent/legal guardian, on behalf of _____ (hereinafter referred to as "my child") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the California Charter Schools Association and Joint Powers Authority, Dehesa Charter School, a non profit 501(c) (3), and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or child ever had or may have, arising from or in any way related to child's participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Dehesa Charter School, the California Charter Schools Association and Joint Powers Authority provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions that my child will participate in may be inherently dangerous and may cause serious or grievous injuries, including, bodily injury, damage to personal property and/or death. On behalf of myself, my child, my heirs, assigns and next of kin, I and child waive all claims for damages, injuries and death sustained to me or my property, that I or child may have against the aforementioned released party to such activity.

My child has the necessary and requisite skills to participate in the requested activities and my child's only limitations or activities from which my child is prohibited are noted below. The nature of the activities has been fully disclosed and any website, flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of my child, assume any risk, and take full responsibility and waive and relinquish any and all claims of any sort whether in tort, contract, equity or otherwise including any claims of personal injury, death or damage to personal property associated with Dehesa Charter School and the California Charter Schools Association and Joint Powers Authority including, but not limited to the participation in any volunteer activities, being transported to and from the volunteer site, consuming food, recreational activities or otherwise, or using the facility and its equipment, or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Dehesa Charter School and the California Charter Schools Association and Joint Powers Authority, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Medical Conditions. My child is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event my child should require emergency medical care:

Prohibited Activities. As a result of the above-mentioned medical conditions, I, on behalf of my child, am prohibiting involvements in the following specific activities:

Check here if there are no special problems that the staff should be aware of and no medications that are required on the trip.

Consent to Treat: In the event of illness or injury of said my child, I do hereby 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 physicians or dentists and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. I understand that I will be responsible for payment for any services, including ambulance or emergency transportation that may be considered necessary in the best judgment of emergency personnel and/or attending physicians or dentists.

Transportation

Name of Automobile Insurance Company:

I certify that the above information is correct and that the insurance coverage is in force, to the limits required by Dehesa Charter School. I understand that if I drive my personal automobile while on school business and I am involved in an accident, my personal automobile liability insurance is deemed as primarily responsive for any losses. Dehesa Charter School does not insure, nor is it liable for damage to my own vehicle.

I certify that the above information is correct and that I have a VALID California Drivers License, will maintain in force ACTIVE automobile insurance, and provide seat belts for each individual, and will only drive a vehicle that is mechanically safe. In the event that my child attends an activity/fieldtrip with another adult, I understand that it is my responsibility to ensure that the driver meets the above criteria.

Printed Name of my child

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian)

Date