

**WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY  
AGREEMENT FOR ACTIVITIES FIELD TRIPS AND EXCURSIONS**

\_\_\_\_\_  
School Site/Department

\_\_\_\_\_  
Class/Activity

**Acknowledgment and Assumption of Risk:** I understand that excursions, field trips, and activities especially athletic activities and physical education classes by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. I understand and acknowledge that some of these potential injuries include, but are not limited to: **minor injuries** such as scratches, bruises and sprains. These inherent risks also include **major and catastrophic injuries** such as loss of sight, broken bones, heart attacks, concussions, exposure to bloodborne pathogens, exposure to communicable diseases and death. I understand that by participating in these activities, I am solely responsible for any injury caused by or in conjunction with these activities.

**IF I AM PARTICIPATING IN A FIELD TRIP OR EXCURSION:** The California Education Code, section 35330 (d) states that, “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.”

*Description of Class, Field Trip Excursion or Activity (including dates):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have read the previous paragraphs and I understand the risks involved in the field trip, excursion, athletic activity or physical education class. I understand the District, its employees, officers, agents or volunteers shall not be liable for any injury and or illness suffered by me which is caused by or associated with participation in the field trip excursion or activity. I acknowledge that my participation is voluntary and that I knowingly assume all risks related to the field trip, excursion or activity. I will bring all medical conditions or other health problems that may bear on this activity to the attention of District personnel prior to the activity beginning.**

**Indemnification:** I agree to INDEMNIFY AND HOLD the Roseville City School District (“District”) HARMLESS for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the field trip, excursion or activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**-OVER-**

**Transportation:** I acknowledge and understand that unless specifically advised otherwise, the District is not providing transportation to or from field trip or excursion and it is my responsibility to arrange for transportation. During transportation in any personal or private vehicle, I understand that the driver of the vehicle I am riding in is not driving on behalf of or as an agent of the District. The District makes no claims as to the driver's liability insurance, driving history, and vehicle condition or license requirements. The District is in no way responsible for injury or loss which may result from transportation. Although the District may assist in coordinating transportation and may recommend travel times, routes, carpooling or caravanning, any such recommendations are simply advisory. Such suggestions are not mandatory and are in no way binding.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
PRINT Name of Participant

\_\_\_\_\_  
Date

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE.**

\_\_\_\_\_  
Signature of Parent/Guardian is also required

\_\_\_\_\_  
PRINT Name of Parent/Guardian

\_\_\_\_\_  
Date