

Sycamore Academy
of Science and Cultural Arts
32326 Clinton Keith Road, Suite 202
Wildomar, CA 92595
951-678-5217

Release from Liability, Assumption of Risk and Indemnity Agreement

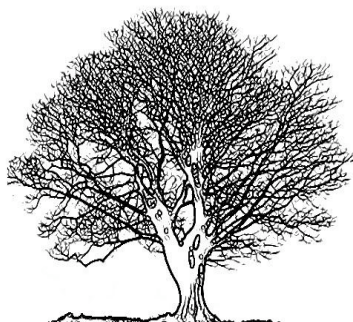
All participants, including chaperones, in the activity described below must read and sign this agreement. If the participant is under 18 years of age, a parent or guardian must read this agreement, agree that the minor may participate in the activity described below and sign the agreement on the minor's behalf. The minor must also read and sign this agreement.

1. RELEASE FROM LIABILITY. For and in consideration of permitting

_____ (the "Participant") to participate in the voluntary, school-sponsored field trip to _____ (the "Trip")], I hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action, including but not limited to negligence and strict liability, for personal injury, property damage, or wrongful death arising from the Participant's participation in, or activities related to, the Trip against *Sycamore Academy of Science and Cultural Arts* and/or its officers, agents, employees or volunteers (collectively "*the Charter School*"). I also expressly agree to release, discharge, waive and hold harmless *the Charter School* from any act or omission of negligence in rendering or failing to render any type of emergency or medical services. In signing this agreement, I fully recognize and understand that if I am injured, die or my property is damaged, I am giving up my rights (as well as the rights of my heirs, executors, administrators or assigns) to make a claim or file a lawsuit against *the Charter School* even if they negligently or by some other act or omission cause the injury, death or damage.

2. ASSUMPTION OF RISK, INCLUDING NEGLIGENCE. I hereby acknowledge I have voluntarily chosen to participate in the Trip. I understand that many activities during the Trip may have risks and hazards where injury, death or property damage can occur. Additionally, I understand that emergency medical services may not be available during this Trip. I hereby acknowledge that I intend to assume all risks and to exempt, release and relieve *the Charter School* from any and all liability, including strict liability, for personal injury, property damage, or wrongful death, including that caused by negligence.

3. INDEMNIFICATION AND HOLD HARMLESS. I, for myself, my heirs, executors, administrators or assigns, agree to hold harmless and indemnify *the Charter School* from any and all claims, including any and all defense costs, which shall include attorney's fees, incurred in connection with the claims for bodily injury, wrongful death or property damage, sustained by me, or in connection with claims for bodily injury, wrongful death or property damage sustained by third parties which may have been caused by me, whether negligent or not, in the course of my participation in the Trip.



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4. PARTICIPANT'S RESPONSIBILITIES AND REPRESENTATIONS. I hereby agree to follow all rules, regulations, and instruction of *the Charter School* while on the Trip. I also represent that I am physically and mentally capable of participating in the Trip.

5. CALIFORNIA LAW AND VENUE. I agree that this agreement shall be governed by and construed in accordance with California law. In the event any legal action is commenced to enforce or interpret the provisions of this agreement, the venue for any such action shall be in the State of California. The courts or laws of any other state of the United States, United States Federal courts, or the courts of any other nation, shall not have jurisdiction over this agreement and the enforcement of its provisions.

I acknowledge that I have read the foregoing Release from Liability, Assumption of Risk and Indemnity Agreement, and I am fully aware of the potential dangers and risks inherent and incidental to participating in the Trip. I am fully aware of the effect of signing this written instrument. I voluntarily sign my name as evidence of my acceptance of the above provisions.

Date: _____

Signature of Student/Participant

Date: _____

Signature of Parent or Legal Guardian

if the Participant is under 18 years of age