

ATTACHMENT IV

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

VOLUNTARY ACTIVITY WAIVER, RELEASE & INDEMNITY AGREEMENT

For and in consideration of permitting _____ (name of participant) to enroll in and participate in *Trip to Peru offered by Community Education at Las Positas College in the City of Livermore, County of Alameda, State of California*. The undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the *Chabot-Las Positas Community College District* or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

It is the intention of _____ (participant) by this instrument, to exempt and relieve *Chabot-Las Positas Community College District* from liability for personal injury, property damage or wrongful death caused by negligence.

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against *Chabot-Las Positas Community College District*, he/she shall indemnify and save harmless the same *Chabot-Las Positas Community College District* from any and claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (3) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instructing of Speech 46 (Argumentation and Debate), and is fully aware of the legal consequences of signing the within instrument.

Signature (Participant):

Date:

Signature (Witness):

Date:

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Foreign Travel Agreement

Name on Passport: _____

Passport Number: _____ Expiration Date: _____

The undersigned has voluntarily enrolled in the Las Positas College *Peru Trip Summer 2015 involving foreign travel, June 18 through June 28, 2015*. I understand and agree to all of the following:

- Travel to any foreign country may involve changes in plans, unexpected delays, and limited access to some services;
- I am subject to the laws of the country visited;
- The College cannot be held responsible or accountable for the actions of a foreign government or its representatives;
- By their very nature, the use of transportation, housing, food and other goods and services or activities in connection with participation in this program and tour carries a risk of personal injury, property loss, or both, to participants. In spite of these risks, I wish to participate in the course and tour, and assume the liability and responsibility for any and all potential risks that may be associated with participation in the program;
- I agree to release and discharge the district, its officers, employee and agents from liability for injury, damage or loss of any kind, that may arise in any way or for whatever reason out of participation in the course and tour;
- After my airline ticket has been issued, it is non-refundable;
- The payment for the trip is non-refundable as of 30 days prior to the scheduled departure date unless the district cancels the trip;
- The district reserves the right to cancel the trip or my participation in the trip, at its discretion and at any time, as long as all money paid to the district by me for the trip is refunded;
- I have *no* known medical condition that would risk my health or safety by my participating in the course and tour;
- Pursuant to California Code of Regulations, Subchapter 5, Section 55450, by participating in this field trip/excursion, I am deemed by law to have waived any claims against the district for injury, accident, illness or death occurring during or by reason of this trip;
- I am expected to follow all applicable board policies that may apply to the course and trip, and adhere to the student code of conduct.
- I have read, understand and agree to all of the above.

Signature (Participant):

Date:

Signature (Witness):

Date:
