

Instruction

SCHOOL SPONSORED TRIPS

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MORGAN HILL UNIFIED SCHOOL DISTRICT

CONSENT AND GENERAL RELEASE OF LIABILITY

By signing this **Consent and General Release of Liability** you (you or your refers to the parents or guardians of the student) are knowingly and voluntarily agreeing on behalf of yourself, your child and others to assume the risks of participating in the event or activity of:

_____ Date: _____

This event or activity is described in more detail in the document from your child's school which was sent with this **Consent and General Release of Liability** form.

You are also knowingly and voluntarily releasing from all liability the Morgan Hill Unified School District and all District agents, employees, officers, representatives and all persons from all claims and liabilities of every kind, know or unknown, which relate in any way to this event or activity, whether the claim exists now or in the future, whether based on tort, including negligent or intentional, contract, statute, or other theory, including compensatory and punitive damages claims.

You are waiving all rights under California Civil Code section 1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of execution of the release, which if known by him must have materially affected his settlement with the debtor."

You understand and agree that you hold the District, its officers, employees, representatives and agents and the State of California harmless from any and all liability or claims which may relate in any way to your child's participation in this event or activity. As stated in Education Code section 35330: "All persons making the field trip or excursion shall be deemed to have waived all claims against the District or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion."

The District does not provide insurance coverage for this event or the driving trips that may be required for the event or activity. You agree to allow your child to ride with any District employee, volunteer, or other person to and from these events or activities. If volunteer drivers provide transportation, the District requires that volunteer drivers carry sufficient liability insurance, hold a valid driver's license, and operate a safe motor vehicle.

In the event of an emergency, you do hereby consent to whatever medical treatment and hospital care that are considered necessary in the best judgment of the attending physician of the hospital or facility furnishing medical services.

You fully understand that students are to abide by all rules and regulations governing conduct during the trip. Any violation of these rules and regulations may result in that individual being sent home at the expense of his/her parent/guardian.

Special Note to Parent/Guardian:

- 1. Are there any special medical or other problems that the staff should be aware of? [] Yes [] No
 - 2. Is medication required on the trip? [] Yes [] No
 - 3. My child take the following medication regularly: _____
 - 4. My child need to take the following medication during the trip: _____
- (Please also list the time and reason for medication): _____

All medication except those which must be kept on the student's person for emergency use, must be kept and distributed by the staff. No medication can be distributed to a student without a doctor's note on file in the school office.

This document incorporates the entire understanding between you and your child and the District regarding this event or activity and cannot be changed by verbal or other written statements.

Please sign and return to your child's teacher at your child's school immediately and by no later than: _____

Parent/Guardian's Signature: _____ Date: _____

Print Student's Name: _____

APPROVED: December 12, 2000

REVISED: September 30, 2006

REVIEWED: March 13, 2007

MORGAN HILL UNIFIED SCHOOL DISTRICT

Morgan Hill, California