



HOLTVILLE UNIFIED SCHOOL DISTRICT

Celso Ruiz, Superintendent

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RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
FOR NON-DISTRICT PROVIDED TRANSPORTATION
(Please Print)

Parent's Name Home Phone Bus. Phone

Student's Name DOB Age

Address City Zip

School Site: Holtville Unified School District Destination:

Activity:

Departure Date & Time: @ [school site must verify dates & times]

Return Date & Time: @

I, the undersigned, parent or guardian of

[Name], a minor, understand that the Holtville Unified School District typically requires all students to utilize the District ("District") provided transportation for all field trips and excursions, including the one described above.

For this particular field trip and/or excursion, I voluntarily elect to allow my child to use private transportation for such minor to and from the aforementioned activity by private vehicle. I understand that the District does not sanction any type of private transportation and I voluntarily elect to utilize such transportation at my own risk. I hereby agree that the minor will be driven by an adult with a valid California Driver's License.

[Name of the adult who will be driving the minor]

[Relation to the minor(i.e. parent,friend of family, etc.)]

I REALIZE THAT UNANTICIPATED AND UNEXPECTED DANGERS MAY ARISE WHILE THE MINOR IS BEING TRANSPORTED PRIVATELY, AND I VOLUNTARILY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DEATH OR DAMAGES OF ANY NATURE RESULTING DIRECTLY OR INDIRECTLY FROM SUCH MINOR'S TRANSPORTATION AND PARTICIPATION IN THIS EVENT.

PLEASE INITIAL: _____

As stated in California Education Code Section 35330, I understand that I hold Holtville Unified School District, its officers, agents and employees harmless from any and all

liability or claims, which may arise out of or in connection with my child's transportation and/or participation in this activity.

Education Code Section 35330 states in part: "(a)The governing board of any school district or the county superintendent of schools of any county may: (1) Conduct field trips or excursions in connection with courses of instruction or school related social, educational, cultural, athletic, or school band activities to and from places in the state, any other states,...or a foreign country...A field trip or excursion to and from a foreign country may be permitted to familiarize students with the language, history, geography, natural sciences, and other studies relative to the district's course of study for pupils."

"...(d)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 any injury, accident, illness or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

I hereby agree that neither I, my successors, assigns, nor anyone acting on my behalf will make claim against or sue Holtville Unified School District, its officers, agents, employees, or volunteers for injury or damage resulting from the condition of any facility, or the negligence, carelessness, or other acts, howsoever caused by Holtville Unified School District, or any of its officers, agents, employees, or volunteers as a result of the minors transportation and/or participation in the event or activity set forth above. In addition I hereby release Holtville Unified School District, its officers, agents, employees and volunteers from all claims or lawsuits that I, my successors, assigns, or anyone acting on my behalf may now have, or may hereafter at any time have for injury or damage: (1) resulting from the condition of any improved facility which has been reasonably maintained; 2) resulting from the condition of any unimproved district facility; (3)suffered by me while participating in or traveling to and from the event or activity set forth above; or (4) suffered by me in any other activity associated with the event or activity aforementioned. This release does not apply to intentional and/or willful acts of misconduct by Holtville Unified School District or any of its officers, agents, employees or volunteers.

I understand that this Release of Liability and Indemnity Agreement is enforceable against me only, as parent or guardian of such minor, and that said Release of Liability and Indemnity Agreement may not be enforced as against such minor. THEREFORE, IN FURTHER CONSIDERATION FOR PERMITTING SUCH MINOR TO PARTICIPATE IN THE AFOREMENTIONED ACTIVITY, I AGREE TO DEFEND HOLTVILLE UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS AGAINST ANY CLAIM OR LAWSUIT FOR INJURY, LOSS, OR DAMAGE ARISING FROM OR IN ANY WAY CONNECTED WITH SUCH MINOR'S PARTICIPATION IN THE EVENT INCLUDING ANY INJURY, LOSS, OR CARELESSNESS, OR OTHERS ACTS OF HOLTVILLE UNIFIED SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES AND VOLUNTEERS. I ALSO AGREE TO REIMBURSE HOLTVILLE UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, OR VOLUNTEERS FROM ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE THEY SUFFER AS A RESULT OF ANY SUCH CLAIM OR LAWSUIT.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND INDEMNITY, AND THAT IT IS A LEGALLY BINDING CONTRACT BETWEEN HOLTVILLE UNIFIED SCHOOL DISTRICT AND ME, AND I SIGN IT OF MY OWN FREE WILL.

Dated: _____

Signature: _____
Parent or Guardian

Print Name: _____
Parent or Guardian