



43-500 Monterey Avenue
Palm Desert, CA 92260

WAIVER, RELEASE AND INDEMNITY AGREEMENT

For and in consideration of permission to enroll in and participate in COD Symphonic Band New York City Tour

Desert Community College, County of Riverside, and State of California, beginning on the 28th of March, 2019, 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 instruction in the 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, and which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heir estate executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against Desert 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 _____ by this instrument to exempt and relieve
Participant's name

Desert 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 Desert Community College District he/she shall indemnify and save harmless the same Desert Community College District from any and all claims or causes of action by whomever or where ever made or presented for personal injuries, property damage or wrongful death.

The Undersigned acknowledges that he/she has read the foregoing two paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity COD Symphonic Band New York City Tour and is fully aware of the legal consequences of signing the within statement. The Undersigned understands that he/she is giving up substantial rights, including his/her right to sue. The Undersigned acknowledges that his/her participation is voluntary, that he/she knowingly assumes all such risks, and that he/she is signing the agreement freely and voluntarily, and intend by his/her signature to be a complete and unconditional release of all liability to the extent allowed by law.

Signature of Student/Staff/Faculty

Date

Signature of Parent or Guardian (if applicable)

Date

Witness (Faculty, Staff or Student Life Director)

Date

**DESERT COMMUNITY COLLEGE DISTRICT
PALM DESERT, CALIFORNIA 92260**

FIELD TRIP/ EXCURSION NOTICE – ADULT

Field Trip/Excursion: COD Symphonic Band New York City Tour _____

I understand that pursuant to Title 5, Section 55220 of the California Code of Regulations, by participating in the field trip(s)/excursion(s), I am deemed by law to have waived any claims against Desert Community College District for injury, accident, illness or death occurring during or by reason of the field trip/excursion.

I have no known medical condition(s) which may pose a risk to the health and safety of me or others by participating in the activity (ies). I agree to advise the District in writing of any medical physical or health condition which may be affected or in any way jeopardized by participating in a specific trip excursion.

In the event of injury or illness please notify:

Name

Address

Cell Phone #

Home Phone #

I hereby acknowledge and understand that unless specifically advised otherwise, the District is not providing the transportation and it is my responsibility to arrange for my transportation to and from the activity. If the District is providing transportation but I do not use the transportation, I am responsible to make my own arrangements and the District assumes no responsibility or liability of any kind.

If the District is not providing the transportation I further understand:

- the driver of the vehicle in which I am riding is not driving on behalf or as an agent of the District, and the District has not verified the driving record of the driver, the liability insurance on the vehicle, or the condition of the vehicle;
- the District is in no way responsible, nor does the District assume liability, for any injury or loss which may result from my transportation;
- although the District may assist in coordinating the transportation and/or recommend travel time, routes, carpooling, or caravanning, recommendation(s) or travel assistance provided is not mandatory.

Printed Name

Signature

Date