

FIELD TRIP CONSENT, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In connection with the field trip for your child described below, the Tamalpais Union High School District ("District") is requiring that you sign and deliver the informed consent, waiver and release, and indemnity described below in furtherance of the terms of California Education Code section 35330, which provides as follows: "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. 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 such claims."

Background Facts and Risks [PLEASE READ IN ITS ENTIRETY]

The Tam High Belize field trip (this "field trip") will take place both in a tropical rainforest and on a coral reef. During your child's time in Belize, your child will often be outdoors, face exposure to insect bites, hot humid temperatures, bright tropical sunlight, reptiles and marine creatures, among other environmental risks. Your child will be walking on ground that is sometimes steep, slippery or uneven, hiking on trails in the rainforest of Blue Creek Village, and/or walking up the pyramids at Xunantunich. Your child will also be traveling in an open boat to South Water Caye, which is located across open water approximately 15 miles from the mainland.

In summary, while in Belize, my child will participate in the following "water-based activities":

- Wading and swimming in the Macal River and Blue Creek,
- Canoeing and/or floating down the Macal River,
- Swimming and/or snorkeling at various locations on the Belize Barrier Reef, and
- Wading, swimming and/or snorkeling at the beach on South Water Caye.

You are hereby informed of the following additional risks with respect to all water activities while in Belize:

- A child's swimming capabilities will have an effect on his/her ability to participate in some of the water-based activities and parents must inform District staff and supervisors for the trip of their child's swimming proficiency prior to departing for Belize
- While District staff and trip supervisors will review specific safety rules for each water activity before engaging in the activity, per District policy, each activity has its own inherent risks.
- Students will be required to wear appropriate swimwear and related safety gear during all water-based activities and parents/ legal guardians are advised to consider the above risk factors when determining what constitutes appropriate water-related clothing and gear to be packed with his or her child for this field trip.
- While District employees/supervisors attending this field trip will be lifeguard certified, PARENTS ARE ON NOTICE THAT THERE MAY BE NO OTHER CERTIFIED LIFEGUARDS IN ANY PUBLIC BEACHES OR BODIES OF WATER IN BELIZE.

Consent, Release and Waiver and Indemnity

By signing below, I hereby certify to the District that I am the parent or legal guardian of _____ [name of student participating in this field trip] and further agree that I have read, understand, and am fully informed of all of the above information, including the above-described risk of this field trip, and, on that basis, hereby give my consent to have my child voluntarily attend the Global Studies field trip to Belize occurring from March 28, 2020 to April 8, 2020.

In addition:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, AND DISCHARGES TAMALPAIS HIGH SCHOOL AND THE DISTRICT, their officers, employees, board members, volunteers, and agents (herein referred to as "Releasees") from all liability to my son/daughter, the undersigned, their personal representative, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on the account of injury, accident, illness to the person or damage or loss of property of, or resulting in death of my son/daughter, arising out of or in connection with travel to or from and participation by my son/daughter in the Global Studies field trip to Belize occurring from March 28, 2020 to April 8, 2020, whether or not caused by Releasees during the above described field trip.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES, and each of them from any loss, liability, damage or cost the undersigned may incur due to the participation of my son/daughter in the Global Studies field trip to Belize occurring from March 28, 2020 to April 8, 2020.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE caused or incurred by my son/daughter while my son/daughter is participating in the Global Studies field trip to Belize occurring from March 28, 2020 to April 8, 2020.

4. THE UNDERSIGNED further expressly agrees that the foregoing CONSENT, RELEASE AND WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid by a court of competent jurisdiction, it is agreed that the balance shall, notwithstanding such invalid portion, continue in full legal force and effect.

I, THE UNDERSIGNED HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT.

Signature of Parent or Guardian

Date