

PERMISSION, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

Student Name: _____

School Name: _____

Teacher/Program Organizer: ESY 2017

Description of Program Activities: Students will be going off campus into the community to practice communication skills, social skills, and practical academic skills

Program Date(s)/Time(s): June 5, 6, 7, 8 8:30 am - 11:30 am Program Activities Fee (if any): None

Student Will Need to Bring: Sunscreen, Snack, and Water bottle

Transportation will be by: School Suburban Public Transportation Private Vehicle Walking

I/We hereby give permission to allow my/our student _____ (“**Student**”) to participate in the program activities referenced above. In consideration of the Mt. Evans Board of Cooperative Educational Services (“**BOCES**”) accepting the Student for the program activities, the undersigned Student and I/we agree as follows:

1. The Student and parent(s), guardian(s), and legal custodian(s) understand and agree that the Student will be using the transportation set forth on this form. Should the Student’s parent(s), guardian(s), and legal custodian(s) seek to provide alternate transportation for the Student to or from the program activities, notification from the parent(s), guardian(s), and legal custodian(s) must be given to the BOCES or program organizer prior to the commencement of the program activities. I/We expressly acknowledge, understand, and agree that, in the case of transportation by private vehicle, the insurance carried by the primary vehicle’s owner is the primary insurance coverage.

2. I/We acknowledge that the BOCES does not have any medical/dental/hospitalization insurance covering students for injuries incurred on BOCES or school district property or while engaged in the program activities associated therewith. The Student has no medical or physical conditions that could interfere with the Student’s safety or the safety of others in or during the program activities. Student is physically fit and I/we know of no reason why Student should not participate in the program activities. The Student bears all costs of injury or damage to Student. I/We acknowledge that the BOCES does not assume any responsibility and has no obligation to provide financial assistance or other assistance, including medical insurance to Student in the event of injury. If you have not already done so, you should investigate and must obtain medical insurance coverage for the Student. **A photocopy of your insurance policy information must be provided to the BOCES or your resident school district prior to the start date of the program activities.**

3. I/We give my/our consent for Student to receive emergency medical and surgical treatment in a medical facility by a physician or other licensed health care provider should my/our child’s condition require it in my/our absence. I/We further give my/our consent for any BOCES personnel or authorized chaperone to admit my/our child to a medical facility for purposes of emergency medical and surgical treatment. I/We understand that in such a case, reasonable attempts would first be made to contact me/us at the contact information provided below, time and conditions permitting. I/We further give my/our consent for any BOCES personnel or authorized chaperone to provide basic first aid services to my/our child in the event of minor, non-life or -limb threatening injury.

4. I/We acknowledge that Student must wear appropriate attire and safety equipment required for the program activities, unless otherwise approved by the BOCES.

5. The program activities will take place away from BOCES and school district property and may involve activities beyond the scope of traditional school functions conducted on BOCES or school district property. I/We expressly acknowledge and agree that participation in the program activities potentially involves unknown risks and obligations that are impossible to predict but which are beyond the scope of those normally associated with traditional school functions conducted on BOCES or school district property. These risks may include, but are not limited to, the risk of loss or damage to personal property, and the risk of illness, and personal injury, including without limitation, slips, falls, rope burns, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions or even more severe, potentially life-threatening injuries, up to and including death. By signing below, the Student and parent(s), guardian(s), or legal custodian(s) agree to assume all risks associated in any way whatsoever with the program activities.

6. I/We on my/our child's behalf and on behalf of my/our heirs, next of kin, executors, administrators and assigns, further release and hold harmless the BOCES, Student's resident school district and schools, and each of their directors, officers, agents, employees, and authorized volunteers ("Released Parties") from any and all liability, claims, demands, loss, actions, or causes of action whatsoever arising from the Student's participation in the program activities, including, without limitation, injury, illness or acts, which may occur as a result of (a) equipment, including equipment provided by the BOCES or third parties, (b) instruction or supervision, (c) slipping and falling while in the facility or on the surrounding premises, or (d) acts or omissions of authorized staff of the BOCES in performance of the program activities. I/We further waive any and all claims whether known or unknown, now existing or arising at any time in the future that I/we have myself/ourselves or on my/our child's behalf against the Released Parties arising directly or indirectly from Student's participation in the program activities. I/We agree not to institute any suit or action at law or in equity against the Released Parties in any federal, state or local court, agency or other tribunal based on the Student's participation in the program activities.

7. I/We hereby indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, loss, actions, causes of action, or expenses, including attorney fees, as a result of any claim brought against the Released Parties by anyone relating in any way to my/our child's acts or omissions or as a result of injury or loss sustained by my/our child while participating in the program activities.

8. The Student and parent(s), guardian(s), and legal custodian(s) further acknowledge and agree that the Student must follow the Student's resident school district's discipline code, policies, and all rules and regulations set by the teacher and/or chaperones of the program activities and that failure to follow the code, policies, and rules and regulations may subject the Student to discipline as set forth in the Student's resident school district's discipline policies, and it may become necessary to discontinue the Student's participation in the program activities. In such case, I/we acknowledge that I/we may be responsible for picking up the Student.

I/WE ACKNOWLEDGE THAT I/WE HAVE CAREFULLY AND THOROUGHLY READ THIS PERMISSION, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I/WE MAY HAVE ON BEHALF OF MYSELF/OURSELVES AND/OR MY/OUR CHILD/WARD TO BRING LEGAL ACTION OR ASSERT CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST MT. EVANS BOARD OF COOPERATIVE EDUCATIONAL SERVICES. IF ANY ATTEMPT FOR CLAIM IS MADE, I/WE UNDERSTAND I/WE WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY MT. EVANS BOARD OF COOPERATIVE EDUCATIONAL SERVICES.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE, TO CONSULT WITH AN ATTORNEY TO THE EXTENT I/WE HAVE DEEMED IT NECESSARY, BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS, CONSIDER ITS EFFECTS, UNDERSTAND THIS ENTIRE DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS.

Date: _____

Parent(s)/Guardian(s)/Legal Custodian(s)

Cell Phone or Emergency Contact Number

Date: _____

Parent(s)/Guardian(s)/Legal Custodian(s)

Cell Phone or Emergency Contact Number

Date: _____

Student