

We are looking forward to welcoming your child to a Fort Ross Educational Program. Please review and sign the forms below. If you have questions, contact Director of Programs Song Hunter at <u>songh@fortross.org</u>.

Student Participation and Liability Release <mark>(Required)</mark> For Minor Participants		
School:	Teacher:	
Minor's Information		
Minor's Name:	DOB(MM/DD/YYYY):	
Parent/Guardian's Name:		
Phone 1:	Email:	
Signature of Parent/Guardian:		
Date (MM/DD/YYYY):		
Emergency Contact Name:	Number:	

Assumption of Risk

Fort Ross Conservancy, a California non-profit corporation, which works in cooperation with California State Parks, offers a variety of outdoor recreational and educational programs ("Programs") that may possess inherent risks of injury and death. Programs include school-sponsored camping and overnight trips, tide pooling, hiking, etc. I understand that my child may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent and cannot be mitigated without destroying the unique character of the Programs. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I agree my child assumes all such hazards and risks associated with the Programs.

Medical Treatment Authorization

I authorize any adult chaperone or Program Leader to obtain professional medical care for my child. I consent to any treatment and/or hospital care that may be recommended by a licensed physician and/or dentist. Parents and/or Legal Guardians are responsible for any medical expenses.

Notification

In the event of minor illnesses or injuries, I understand that FRC will attempt to contact me at the earliest opportunity. In the event of major illnesses or injuries, I understand that FRC will attempt to contact me before the commencement of any medical treatment, unless my child's condition is such that treatment must be commenced immediately.

Arbitration Agreement

I agree that any dispute concerning this Participant Agreement shall be submitted to arbitration in Sonoma



County, in accordance with the Rules of the American Arbitration Association, as a condition precedent to any legal action that may be taken to resolve said dispute.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for my child's acceptance as a participant in these Programs, and the services and amenities to be provided by Fort Ross Conservancy in connection with these Programs, I confirm my understanding that:

- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- I understand that in addition to the risks described above and which I have agreed are assumed by my child, my child may be exposed to the active and passive negligence of individuals administering the Programs. I release Fort Ross Conservancy, their directors, officers, employees, volunteers, partnering organizations, contractors, agents, and designees from liability for any claims by me or any third party in connection with my child's participation in the Programs. I agree not to sue the foregoing for any and all claims, liability, injury, or loss in connection with any Program, including any claim for any active or passive negligence, but excluding any claim for gross negligence or willful misconduct, of any of the foregoing.
- I hold FRC harmless from any claims, damages, injuries or losses caused by my child's own negligence while a participant on the Program.
- I assume full financial responsibility for the costs of any evacuation and/or any medical care/treatment that my child may receive. I give authority and power to render care that a physician in the exercise of his/her best judgment may deem advisable.

I attest that I am the parent or legal guardian of the minor participant named below and that I have the authority to waive his/her legal rights. I have carefully read this Participant Agreement, I understand its terms, and am signing it voluntarily.

Fort Ross Conservancy Media Consent

On behalf of my child, I hereby grant non-exclusive rights to Fort Ross Conservancy and any one authorized by Fort Ross Conservancy to use photographs, video, and audio of my child in promotional material, documentation, lectures, and presentations by FRC and members of the media. I understand that neither I nor my child will receive any compensation other than the benefits that normally derive from having such a likeness exhibited by FRC or members of the media.

I further release FRC, California State Parks, their directors, officers, employees, volunteers, partnering organizations, contractors, agents, and designees from liability for any and all claims or demands arising out for in connection with the use of the rights granted in the paragraph captioned Media Consent, including claims of libel, defamation, or violation of the rights of privacy or publicity.