



## CONSENT TO PARTICIPATE IN SCHOOL SPONSORED ACTIVITY

Updated September 2021

I certify that I am the parent or legal guardian of the student named below, and I hereby consent to his/her participation in the following school sponsored activity ("*Activity*"):

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**(Specify Activity, Event, Sport, Trip, Program, etc.)**

Scheduled to take place:

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**(Specify Date, Date Range, Season, Semester or Year)**

I further certify that I have read about and/or have been advised as to the nature of the *Activity*, as well as the rules and eligibility requirements for participation in the *Activity*. I fully understand and agree to the rules and eligibility requirements for participation in the *Activity*.

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**Signature of Parent or Guardian**

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**Date**

## CONSENT REGARDING TRANSPORTATION

Participation in the *Activity* may involve travel beyond the physical confines of the Christian Brothers High School campus. As a courtesy, the school will attempt to coordinate transportation to and from the *Activity*. However, it remains the ultimate responsibility of the student and his/her parent or guardian to provide all necessary transportation. Christian Brothers High School may facilitate travel associated with the *Activity* by utilizing chartered busses and employee driven school owned vehicles. In special circumstances, transportation may also be accomplished by parent/volunteer driven private vehicles. In instances where private vehicles are used, the drivers and owners of those vehicles may subject themselves and their own insurance to risk of liability for the benefit of the school and the *Activity*. In the event Student does not travel to and/or from the *Activity* with the School group, I understand and agree that I am responsible for Student's safe travel and that Student arrives at the *Activity* and departs for travel home. I understand and agree that the School has no responsibility for and does not in any way oversee this travel separate from travel with the School group.

**Please check the statements that apply and initial next to the applicable box:**

- \_\_\_ I certify that I have read the statement above. I hereby consent to the transportation of my child to and/or from the *Activity* in chartered busses and employee driven school owned vehicles.
  - \_\_\_ I certify that I have read the statement above. I hereby consent to the transportation of my child to and/or from the *Activity* in a privately owned vehicle operated by a parent/adult volunteer, \_\_\_\_\_, (Name of Person) an adult with whom I have made personal arrangements.
  - \_\_\_ I certify that I have read the statement above. I hereby consent to my child driving himself/herself to and from the *Activity* in a privately owned vehicle provided by me.
  - \_\_\_ I certify that I have read the statement above. I hereby consent and give my child permission to walk to the *Activity*
  - \_\_\_ I certify that I have read the statement above. I do not choose the above transportation options. I will make the following arrangements for the transportation of my child to and from the *Activity*:
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## Christian Brothers High School Agreement and Release from Liability

**1. Voluntary Participation.** I understand and acknowledge that participation in the *Activity* is not required and is not part of any mandatory course work or required for graduation. I have been fully informed by the School concerning the details of the *Activity* and acknowledge that I have had opportunities to discuss the *Activity* with the School. I have requested that Student be allowed to participate in the *Activity*. I consent to Student's participation in the *Activity*.

**2. Description of Activities.**

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**3. Acknowledgement of Risk.** Student may participate in all activities during the sponsored event, including but not limited to, those described in Paragraph 2, above.

The activities the students engage in during the *Activity* may be dangerous and include risks that are inherent and cannot be reasonably avoided without changing the nature of the activities. Participation in the activities include, but are not limited to, the following risks: (1) the dangers inherent in any type of transportation, including travel by bus to and from the *Activity*; (2) the dangers of being in a place open to the public; (3) minor injuries such as insect bites, scratches, bruises, and sprains; (4) changing weather and climate conditions; (5) major injuries such as eye injury or loss of sight, joint or back injuries, and concussions; and (6) catastrophic injuries including paralysis and death.

**4. Assumption of Risk.** I understand and acknowledge that certain risks are inherent in the *Activity* and assume responsibility for any such risks associated with Student's participation in the *Activity*. *Activity* risks include but are not limited to those described in Paragraph 3, above. I acknowledge and expressly assume all risks and dangers associated with all school *Activities*, whether described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss, including death, which Student may suffer, arising in whole or in part from Student's participation in the school *Activity*.

**5. Acknowledgement and Assumption of Risks Associated with Exposure to COVID-19.** I acknowledge and understand that COVID-19 is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19 is associated with serious and potentially deadly conditions, including Multisystem Inflammatory Syndrome in Children ("MIS-C"). I understand that the School has implemented safety rules and precautions in order to mitigate the spread of COVID-19. However, those measures do not completely protect against the spread of COVID-19. I acknowledge that even if Student follows all directions, instructions, and rules and exercises utmost personal care while participating in the *Activity*, there will remain a certain irreducible inherent risk to Student, and I accept that risk. I voluntarily assume the risk that Student may be exposed to or infected by COVID-19 by participating in the *Activity* and that such exposure or infection may result in personal injury, serious illness, permanent disability, and/or even death. I further acknowledge that children who become infected with COVID-19 may later develop serious and potentially deadly conditions, including MIS-C, and I assume this risk. I voluntarily permit Student to participate in the *Activity* and assume full responsibility for myself and Student for all risks of illness, injury, disability, or death associated with exposure to COVID-19.

**6. Exceptions to Group Travel Plans.** I agree that the Student will travel with the School group according to the travel plans made by the School. I will not expect any exceptions to be made unless approved in writing by the Event Organizer. In the event Student does not travel to and/or from the *Activity* with the School group, I understand and agree that I am responsible for Student's safe travel and that Student arrives at the *Activity* and departs for travel home. I understand and agree that the School has no responsibility for and does not in any way oversee this travel separate from travel with the School group.

**7. Student Conduct.** I understand that during the course of the *Activity*, Student is expected to and must abide by all School rules, including those in the Parent/Student Handbook, as well as adhere to the School's infectious disease policies and protocols, including those related to COVID-19, each of which may be modified from time to time. I also acknowledge that any misconduct by Student may result in Student being sent home early from the *Activity* at my sole expense, and that the decision whether or not to send Student home early, as well as whether or not to impose other discipline, shall be at the sole discretion of the School. I understand that if the School terminates Student's participation in the *Activity* for any reason, Student will be sent home immediately with a chaperone at my expense, or I may be required to travel to the location of the *Activity* and pick up Student at my expense.

**8. Indemnification/Hold Harmless.** I understand that I may be held liable and responsible for any injury or death to another person or injury to property of another caused by Student. To the fullest extent permitted by law, I agree to defend, indemnify (meaning to defend, and to satisfy by payment or reimbursement, including costs and attorneys' fees) and hold the School, its employees, agents, representatives, officers, trustees, directors, insurers and volunteers ("Released Parties") harmless for any claims, actions, costs, expenses, damages, judgments or liabilities caused in whole or part by Student's conduct while traveling to, attending or traveling from the *Activity*.

**9. Voluntary Release of all Claims.** I voluntarily waive, release, discharge, and relinquish, to the fullest extent permitted by law, all claims against the Released Parties arising out of ordinary negligence that are in any way related to or arise from the *Activity*, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, wrongful death, exposure to COVID-19, COVID-19 infection, or development of potentially deadly conditions associated with COVID-19 or MIS-C. This waiver, release, discharge, and relinquishment also pertains to any instruction or supervision given by the Released Parties related to the *Activity*. It is the intent of this Agreement to relieve the Released Parties from ordinary negligence to the greatest extent permitted by law.

**10. Release from Third-Party Liability.** I understand that the School is not an agent of, and has no responsibility for, any third party, including without limitation, any sponsor or entity that provides or schedules any transportation, lodging, food, activities, tours, or other activities in connection with or associated with the *Activity*. I agree and acknowledge that the Released Parties are not responsible for the actions or omissions, of any third parties, or for any injuries sustained by Student as a result of the actions or omissions of any third party, including, but not limited to, illness, bodily injury, personal injury, emotional distress, property damage, wrongful death or other injuries or damage caused by a third-party.

**11. Pre-Existing Medical Condition of Student.** I affirm that I have read and fully completed the School's Health History & Medical Forms provided by the School. I release Released Parties from all claims and liability for any illness, bodily injury, personal injury, emotional distress, property damage, death, or other injuries or damages resulting from a pre-existing medical (physical, emotional, or psychological) condition of Student. To the best of my knowledge, Student has no medical (physical, emotional, or psychological) conditions that would interfere with Student's ability to participate in the *Activity* or would otherwise endanger his/her health while participating in the retreat.

**12. Medical Care.** I consent to any of the employees, volunteers, agents, chaperones, and representatives of School accompanying Student in administering or consenting to the administration of such emergency medical care to Student during the *Activity*, as such person(s) deems appropriate in the circumstances, and hereby authorize medical treatment in case of emergency. I acknowledge that it is my responsibility to ensure that School has up to date emergency and medical information and have provided all such information in the Health History & Medical Forms. I agree to assume full responsibility for the costs of such medical treatment and care for Student.

**13. Severability; Entire Agreement.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. This Agreement constitutes a single, integrated contract expressing the entire Agreement with regard to the subject matter addressed in this Agreement. There are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement. This Agreement may be modified or superseded only in a written instrument to this Agreement that specifically references the Agreement and is executed by all parties.

**14. Jurisdiction.** This Agreement shall be deemed to have been executed and delivered within the State of California, and shall be interpreted in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws, and Sacramento County shall be the venue for resolution of all disputes.

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which shall constitute a single instrument, and signatures submitted by electronic means (such as PDF version) or fax, shall be deemed the equivalent of original inked signatures.

**Student Name:** \_\_\_\_\_

**Executed** \_\_\_\_\_ **at** \_\_\_\_\_, **California.**  
**Date** **City**

**Signature of Parent or Guardian:** \_\_\_\_\_