



Domestic Transportation Permission and Waiver Form
The Harker School to FIRST Silicon Valley Regional Robotics Competition
San Jose, California, March 29 – March 31, 2018

CHILD'S NAME: _____
(Print Full Name)

In consideration for permitting the above-named child ("Student") to participate in the Trip to the **FIRST Silicon Valley regional robotics competition** on **March 29, 2018**, through **March 31, 2018** ("Trip") with The Harker School, the undersigned parents(s) and/or guardian(s) of the Student, on behalf of their heirs, executors, administrator and assigns, and on behalf of the Student, hereby agree to the following terms and conditions:

1. Voluntary Trip. I/We understand that Student is not obligated to participate in this Trip and that Student will not receive class or school credit for doing so.
2. Acknowledgment of Risk: The Student may participate in activities during the Trip including, but not limited to, *as set forth in the detailed, day-by-day activities handout for The Harker School trip to the FIRST Silicon Valley regional robotics competition, March 29-31 2018, a copy of which is attached hereto as Appendix A and incorporated by this reference herein.*

I/We understand and acknowledge that the activities that the Student may engage in during the Trip may be dangerous and include risks that are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause personal injury. I/We understand that The Harker School cannot foresee every possible contingency or completely eliminate all risk. The inherent risks of the Trip include, but are not limited to, as follows:

There is a continuous risk assessment that is done during the visit by Harker chaperones Dr. Eric Nelson, Kathleen Nelson, Martin Baynes, and Brian Oldziewski to make the best decisions, changes and/or cancellations if environmental or weather conditions appear to be too risky. This is not a guarantee of complete safety on this trip. Prior to each activity, the chaperone will review the inherent risks and will also provide precautionary warnings and well as provide preventative measures such as checking footwear and outer wear and other equipment as warranted. It is possible that travelers may suffer unexpected trauma or become ill enough to warrant immediate medical attention. Medical help will be sought in a timely fashion and every effort will be made to return the student home once the traveler is stabilized for travel.

Here is a list of the associated risks involved in this trip:

No school transportation will be provided to or from the event. Students will be dropped off and picked up from the event at the San Jose University Event Center in San Jose by their parents.

The group will largely spend their time at the competition in the Event Center. Students will walk daily between the hotel site at Hotel DeAnza and the Event Center, a distance of approximately 1.0 miles each way, weather permitting.

Parent/Guardian Initials _____ / _____



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This will include walking to meals in groups from the Event Center or the hotel, as outlined in the Appendix. Pedestrian travel does carry with it the possibility of trip and fall accidents that can result in abrasions, contusions, fractures, and concussion. Additionally, at street crossings there does exist the possibility of pedestrian v. motor vehicle accident which can result in more serious consequences.

There may be times during which students may not be in the direct company of the chaperone when intermingling with other competition attendees and at meal times. Students will be required to travel together in groups of at least three (3) persons at all times when not directly engaged in the competition. When leaving the Event Center, or hotel prior to lights out, students will inform a chaperone and provide a time at which they will return.

For all meals, students with food allergies will be responsible for assessing contents for potential allergic reaction.

During the competition, students will be working in the engineering pit at the San Jose State University Event Center which has the same potential hazards as those for students working in the robotics lab at Harker.

The chaperones will conduct a nightly face-to-face check-in of students at the hotel. Students will check in with Dr. Nelson by 10:00 p.m., and final checks will be conducted no later than midnight. Hotel stays and competition attendance may expose the participants to germs carried by other guests and participants, and sickness can ensue due to those exposures. These are usually limited to common cold and flu strains but can be more serious.

These risks are also listed in Appendix A, which is incorporated by this reference herein.

I/We have had the opportunity to discuss the Trip with The Harker School.

3. Assumption of Risk. I/We understand and acknowledge that certain risks are inherent in overnight travel and assume responsibility for any such risks associated with participation in the Trip. The Trip risks include, but are not limited to, ***travel between the San Jose State University Event Center and the Hotel DeAnza, a multiple night stay at the hotel, and all risks as identified in Section 2 of this Agreement and also in Appendix A attached hereto and incorporated by this reference herein.***

I/We acknowledge and expressly assume all risks and dangers associated with all Trip activities, whether described above, known or unknown, and inherent or otherwise. I/We also understand and acknowledge that certain risks are inherent and unavoidable in the transportation of students during the Trip, including but not limited to ***the risks of traveling during the event identified above in Section 2 and in also in Appendix A attached hereto and incorporated herein by this reference.***

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I/We take full responsibility for any injury or loss, including death that the Student may suffer, arising in whole or in part from the enrollment and participation of the Student in the activities of the Trip and transportation during the Trip. I/We further understand that although there will be adult chaperones attending the Trip, the Student will not be under the chaperones' direct supervision for part of the time each day.

4. No Exceptions to Group Travel Plans. I/We agree that the Student will travel with the School group according to the travel plans made by the School in conjunction with the Upper School trip to the FIRST Silicon Valley regional robotics competition. I/We will not expect any exceptions to be made for the Student because of personal or family plans. The Group Travel Plans are ***specified in detail in Appendix A attached hereto and incorporated herein by this reference.***
5. Voluntary Release of All Claims. I/We voluntarily release, discharge, waive and relinquish all claims against The Harker School, its trustees, officers, directors, representatives, agents and employees, arising out of ordinary negligence that are in any way related to or arising from the Trip, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, and/or wrongful death. This release, discharge, waiver and relinquishment also pertains to any instruction or supervision related to the Trip on the part of The Harker School, its trustees, officers, directors, representatives, agents and employees. This voluntary release of claims shall be applied and interpreted to the greatest extent permitted by law.
6. Release from Third Party Liability. I/We understand that The Harker School is not an agent of, and has no responsibility for, any third party including without limitation any sponsor or entity that may provide any services, equipment, hospitality, public and/or private transportation, equipment, training, guide services or activities associated with the Trip. Students will use commercial airlines, travel programs, trains, buses, ground services, restaurants, hotels and other services whose performance and service cannot be controlled. Consequently, the School is not responsible for the actions of these commercial entities for matters including, but not limited to, injuries or damages caused by a third-party, strikes, lost luggage and the like.
7. Indemnification. I/We understand and agree that I/we may be held liable and responsible for any injury or death to another person or injury to property of another caused by the Student. I/We hereby agree to indemnify and hold harmless The Harker School, its trustees, officers, directors, representatives, agents and employees, with respect to any claims of injury, death or other loss or damage to person or property suffered by any person related to or arising in whole or in part from the conduct of the Student while participating in the Trip.
8. Medical Conditions. I/We certify that we have provided to The Harker School all of the necessary information concerning any medical or physical conditions or other special considerations concerning the Student of which The Harker School should be aware, including, but not limited to, allergies, asthma or medications concerning the Student, and names and phone numbers of emergency contacts.



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I/We also agree we have provided verification of the Student's compliance with the CDC's immunization recommendations.

Updating and maintaining this and all other health information has been done within the Magnus Health system that contains the Vital Health Record. I/we verify that this information is complete and correct including any updates within *seven* (7) days before the departure of the trip.

I/We also agree to bring any medications that will be administered on the trip to the nurse no less than seven (7) days before the trip departs.

I/We further agree that if the Student has had any serious illness, injury, or medical treatment in the month prior to the scheduled departure date of the Trip, I/we are expected to notify the School. I/We release The Harker School, its trustees, officers, directors, representatives, agents and employees, from all claims and liabilities for any illness, injury, loss of property and/or death resulting during or after the Trip from a pre-existing medical (physical, emotional and/or psychological) condition of the Student. I/We accept full responsibility for any omissions or errors on the medical information forms I/we have completed and provided to The Harker School. To the best of my/our knowledge, the Student has no medical conditions that would interfere with his/her ability to participate in the Trip or would otherwise endanger his/her health while participating in the Trip.

9. Medical Insurance. I/We understand and acknowledge that the School does not carry or maintain health, medical, or disability insurance coverage for the Student and therefore agree to assume the responsibility for such insurance coverage on the Student.
10. Student Conduct. I/We understand and acknowledge that the Student is expected to abide by all School policies and regulations, including those in the student handbook, during the course of the Trip. Failure to do so may result in discipline up to and including expulsion. I/We acknowledge that independence, responsibility, and autonomy are a critical part of the Student's learning experience. During the Trip the Student will be held responsible for his/her own actions. I/We agree that the School has the right, in its sole and absolute discretion, to terminate the Student's participation in the Trip at any time for conduct deemed detrimental to the School or to the Student.
11. Early Return of Student. I/We understand and acknowledge that if The Harker School terminates the Student's participation in the Trip for violation of School policies, regulations, or conduct that endangers the health or safety of any participant of the Trip, the Student will immediately be sent home [with a chaperone] at the parent(s)' or guardian(s)' sole expense, or parent(s)' or guardian(s)' may be required to travel to the Trip site to pick up the Student.
12. Entire Agreement. This Agreement constitutes a single, integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto concerning the subject matter. This agreement may only be modified or amended in a writing approved and signed by all parties to this agreement.



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13. Payment. I/We understand that the approximate cost to each Student will be approximately \$285.00, which includes transportation, housing, and breakfast at the hotel. In addition, participants should plan on having money available to pay for their own lunches and dinners. The charge for the Trip will be charged to the student account and due and payable after the participant goes on the trip and all charges have been accounted for.
14. Payment Obligation. I/We agree that the obligation to pay all amounts due for the Trip is a joint and several obligation of the Parents/Guardians who sign this Agreement. Failure to pay any amount due for the Trip pursuant to the terms of this Agreement may, at the School's sole and absolute discretion, result in the exclusion of the Student from future Trips of this nature. I/We acknowledge that the School is under no obligation to refund any amount of the payment for the Trip for any reason, including Student's failure to participate in all or a part of the Trip.
15. Photos or Likeness of Students are School Property. I/We understand that photographs of likenesses of students, including any video of the Student, become the property of School who may use the photographs for publicity purposes, without compensation to the Student.
16. Severability. 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.
17. Choice of Law. This Agreement shall be governed by the laws of the State of California.

IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING ON NEXT PAGE



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Signature Page

Name of Student: _____

Date

Signature of Student

Both Parents/Guardians Must Sign:

Name of Parent or Guardian: _____

Date

Signature of Parent or Guardian

Name of Parent or Guardian: _____

Date

Signature of Parent or Guardian