**LAKE COUNTY SCHOOL DISTRICT**

MOBILE LEARNING CENTER

PARTICIPATION AGREEMENT AND RELEASE

Student Name: Grade:

For Summer 2021, Lake County School District (LCSD) is deploying a refurbished school bus as a mobile learning center to provide school-based and community resources in Lake County communities (the “Program”). The Program is intended to help LCSD students achieve academic excellence while supporting social connectedness and improved wellbeing for the LCSD community. The Program will include, but not be limited to, free internet, creative workstations, a library, academic support, bilingual tutoring, technical assistance, healthy snacks, and additional community resources provided by community partners. **This Participation Agreement and Release must be signed and returned to LCSD before a student may participate in the Program.**

**PARTICIPATION CONSENT:** I consent to the above-named student’s (Student) participation in the Program.

**ACKNOWLEDGMENT OF TRANSPORTATION RESPONSIBILITY:** I acknowledge and agree that the Program does not include transportation and that I am solely responsible for providing age-appropriate transportation for the Student to and from the Program.

**HEALTH/MEDICAL TREATMENT CONSENT:**  I confirm that Student is in good health and that Student’s participation in the Program does not pose a hazard to Student’s health or the health of others. I hereby give my consent to LCSD to seek emergency medical treatment in a medical facility by a physician or other licensed health care provider should the Student’s condition require it in my absence. Should an emergency arise, I understand that a reasonable effort will be made, time and conditions permitting, to locate me before any action will be taken. I fully understand that LCSD does not provide accident or health insurance coverage for the Student while they participates in the Program. I fully understand and acknowledge that it is my responsibility to provide insurance coverage for the Student. I assume financial responsibility for Student’s emergency transport to or treatment at a healthcare facility.

**STUDENT HANDBOOK:** I acknowledge and agree that the Student and I have been given a copy of the LCSD Conduct Code and that we have read and agree to comply with the terms thereof during participation in the Program.

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER OF CLAIMS:**

The Program takes place away from LCSD property and will involve activities beyond the scope of traditional school functions conducted at LCSD. As the undersigned parent or legal guardian of the Student, I understand and hereby acknowledge that participation of Student in the Program involves INHERENT RISKS AND HAZARDS, including without limitation, dehydration, heat stroke, heat cramps, suffocation, slips, falls, rope burns, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, paraplegia, quadriplegia, or other serious permanent physical impairment and even death, as well as minor or catastrophic property damage and loss. A complete listing of inherent and other risks is not possible. There also are risks that cannot be anticipated.

I consent to Student’s participation in the Program and ON BEHALF OF STUDENT AND MYSELF, I FREELY ACCEPT AND FULLY ASSUME ALL COSTS, RISKS, DANGERS, AND HAZARDS of Student’s participation in the Program.

I understand that LCSD cannot accept and will not have any responsibility for Student’s or any third party’s intentional or negligent acts or omissions occurring during Student’s participation in the Program.

In consideration of LCSD allowing Student to participate in the Program, on behalf of Student and myself, I hereby expressly agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS whether known or unknown, now existing or arising at any time in the future that I have myself or on Student’s behalf against LCSD, its successors, assigns, board members, employees, representatives, agents and volunteers (“Released Parties”), arising directly or indirectly from Student’s participation in the Program.

2. TO RELEASE AND HOLD HARMLESS THE RELEASED PARTIES from any and all liability for any claims, loss, damage, injury or expense that Student may suffer as a result of, but not limited to, Student’s participation in the Program.

3. TO INDEMNIFY THE RELEASED PARTIES for any and all expenses incurred, including without limitation, attorneys’ fees and costs, as the result of any claim brought against any of the Released Parties by anyone relating in any way to Student’s acts or omissions or as a result of injury sustained by Student while participating in the Program.

4. THAT THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity.

5. THAT THE TERMS OF THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY shall apply, and have priority over any previous agreement or written agreement, representation, terms or conditions to the contrary, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE, TO CONSULT WITH AN ATTORNEY TO THE EXTENT I 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. I ACKNOWLEDGE THAT PARTICIPATION BY STUDENT IN THE Program IS VOLUNTARY. I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS THAT I MAY HAVE ON BEHALF OF STUDENT AND/OR MYSELF TO BRING LEGAL ACTION AGAINST THE RELEASED PARTIES. I SIGN IT KNOWINGLY AND VOLUNTARILY.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Parent Printed Name Parent Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Parent Printed Name Parent Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4838-4791-4481, v. 1