

NAPA COUNTY OFFICE OF EDUCATION  
**ADULT STUDENT ACTIVITY PARTICIPATION**

(INCLUDING WAIVERS AND RELEASES OF POTENTIAL CLAIMS, AND STATEMENT OF OTHER OBLIGATIONS)

**All sections of this Agreement must be completed, with the signed original turned in to the School Office, before a Student will be allowed to participate in any manner in Student Activities,**

Name of Student: \_\_\_\_\_ Activity /Class/Program: \_\_\_\_\_  
School: \_\_\_\_\_ DOB: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_

In Consideration for the Student's ability to participate in the Activity, Class, and/or Program listed above (the "Activity"), including any try out or process used to select members to participate in the Activity, or attendance or participation in any associated meeting, class, competition, show, event, or presentation, including travel to or from any such events ("Activities"), the Student, who is at least 18 years of age, agrees as follows:

1. It is a privilege, not a right, to participate in Activities. The privilege may be revoked at any time, for any reason that does not violate Federal, State or NCOE laws, policies or procedures. There is no guaranty that the Student will be chosen for, or be allowed to remain, in the Activity or any of its associated Activities. Such matters shall remain exclusively within the judgment and discretion of NCOE and its employees.

2. The Student understands the nature of the Activities and voluntarily wishes to participate in them

3. The Student shall comply with the instruction and directions of Activity teachers, coaches, supervisors, chaperones, and instructors. During the Student's participation in Activities, as well as academic and/or other school activities, the Student shall comply with all applicable Codes of Conduct. The Student shall also generally conduct himself/herself at all times in keeping with the highest moral and ethical standards so as to reflect positively on himself/herself, the Activity and NCOE. Failure to meet these obligations may, in the discretion of NCOE, result in immediate removal from Activities and a prohibition against any future involvement in Activities or other NCOE-sponsored classes or activities. If violation of these obligations also results in bodily injury or property damage, the Student will (a) pay to restore or replace any property damaged as a result of the Student's violation, (b) pay damages to the individual sustaining bodily injury, and (c) defend, protect, and hold NCOE harmless from such property damage or bodily injury claim.

4. Participation in Activities might result in injuries, potentially including serious or life threatening injuries or death. Injuries might arise from the Student's actions or inactions, the actions or inactions of another Student or participant in Activities, or the actual or alleged failure by NCOE employees, agents or volunteers to adequately coach, train, instruct, or supervise Activities. Injuries might also arise from an actual or alleged failure to properly maintain, use, repair, or replace physical facilities or equipment available for Activities. All such risks are deemed to be inherent to the Student's participation in Activities. By this Agreement, the Student is deemed to fully assume all such risks and, in consideration for the right of the Student to participate in Activities, understands and agrees that to the fullest extent allowed by law she/he is waiving and releasing any potential future claim he/she might otherwise have been able assert against NCOE, or any Board Member, employee, agent or volunteer of NCOE ("Released Parties") by or on behalf of the Student or any parent, administrator, executor, trustee, guardian, assignee or family member.

5. If the Student believes that an unsafe condition or circumstance exists, or otherwise feels or believes that continued participation in Activities might present a risk of Injury, the Student will immediately discontinue further participation in Activities, and notify School personnel of the Student's belief. The Student shall, thereafter, not participate in Activities until the unsafe condition or circumstance is remedied, with any question or concern regarding the alleged existence of the unsafe condition or circumstance addressed to their satisfaction.

6. Emergency medical information regarding the Student is on file with NCOE and is current. The Student agrees to provide updated medical information during the course of the Student's participation in Activities. If an injury or medical emergency occurs during Activities, NCOE employees, agents or volunteers have my express permission to administrator or to authorize the administration of urgent or emergency care, including the transportation of the Student to an urgent care or emergency care provider. In such circumstances, notice to me and/or the Emergency Contact of the injury or medical emergency may be delayed. Therefore, any urgent or emergency care provider has my express authority to conduct

diagnostic or anesthetic procedures, and/or to provide medical care or treatment (including surgery), as they may deem reasonable or necessary under all existing circumstances. All costs and expenses associated with such care are solely the Student's responsibility.

7. Employees, agents or volunteers of NCOE, members of the press or media, or other persons who may attend or participate in Activities, may photograph, videotape, or take statements from the Student. Such photographs, videotapes, recordings, or written statements may be published or reproduced in a manner showing the Student's name, face, likeness, voice, thoughts, beliefs, or appearance to third parties, including, without limitation, webcasts, television, motion pictures, films, newspapers, yearbooks, and magazines. Such published or reproduced items, whether or not for a profit, may be used for security, training, advertising, news, publicity, promotional, informational, or any other lawful purpose. I hereby authorize and consent to any such publications or reproductions, without compensation, and without reservation or limitation.

8. This Agreement shall be governed by the laws of the State of California. This Agreement is to be broadly construed to enforce the purposes and agreements set forth above, and shall not be construed against the Released Parties solely on the basis that this Agreement was drafted by NCOE. If any part of this Agreement is deemed invalid or ineffective, all other provisions shall remain in force. No oral modification of this Agreement, or alleged change or modification of its terms by subsequent conduct or oral statements, is allowed. This Agreement contains the sole and exclusive understanding of the parties, with no other representation relied upon by the Adult or Student in determining whether to execute this Agreement or in agreeing to participate in Activities.

**BY SIGNING BELOW: (1) I AM GIVING UP SUBSTANTIAL ACTUAL OR POTENTIAL RIGHTS IN ORDER TO ALLOW THE STUDENT TO PARTICIPATE IN ACTIVITIES; (2) I HAVE SIGNED THIS AGREEMENT WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND WITH FULL APPRECIATION OF THE RISKS INHERENT IN ACTIVITIES; (3) I HAVE NO QUESTION REGARDING THE SCOPE OR INTENT OF THIS AGREEMENT; AND (4) I, HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND TO BIND MYSELF, AND ANY OTHER FAMILY MEMBER, PERSONAL REPRESENTATIVE, ASSIGNEE, HEIR, TRUSTEE, OR GUARDIAN TO THE TERMS OF THIS AGREEMENT.**

As the Student, I understand and agree to all of obligations placed on me by this Agreement.

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**Printed Name of Student**

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**Signature**

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**Date**