

Community Colleges of Spokane
Instructional Field Trip Involving Lodging and/or Transportation, & Trip Services
Assumption of Risk, Release of Liability, Waiver and Medical Consent

I am currently enrolled in a class at Community Colleges of Spokane (CCS) which I understand includes field trip(s) that involve travel which may involve lodging, transportation, food and other trip services. I will be a participant in those field trip(s) and understand that for the purposes of this Assumption of Risk, Release of Liability, Waiver, and Medical Consent, travel includes: transportation, accommodations, food, and other trip services provided by third party persons and/or entities.

I understand CCS is not responsible for acts or omissions of other persons or entities providing travel related goods and services including but not limited to: airlines; surface transportation providers such as bus companies, rental car providers, taxis, light rail; companies, accommodation providers such as hotels, motels, housing providers; food outlets such as restaurants, fast food vendors, cafeterias, grocery stores, and convenience stores; and other suppliers of trip services such as activities outside the scheduled field trip including but not limited to swimming pools and hot tubs, movie theaters, shopping malls, athletic workout and other facilities.

I understand there are inherent risks associated with travel which are beyond CCS's control and circumstances/events which may make it illegal or impossible for CCS to perform consistent with initial travel plans including, but not limited to: travel delays; delayed or changed departure or arrival times; fare changes; dishonors of hotel, housing or lodging; dishonors of airline and/or vehicle rental reservations; missed carrier connections; fire, flood, weather, earthquake or other acts of nature; war; government regulations; criminal activity; terrorism; civil disorder; disease related epidemic; sickness; injuries (including death); strikes; inconveniences; curtailment of transportation facilities; failure or negligence of any nature caused in connection with any accommodations, meals, transportation, or other service for any substitution of hotels, housing, lodging or of common carriers.

I understand that certain factors, such as those delineated above, are beyond the control of CCS, and that if participants are required to spend additional nights and/or incur additional expenses, CCS shall not be responsible for accommodations, transfers, meal costs, additional transportation, or other expenses.

I understand CCS shall not be liable for any claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to participation in CCS managed or sponsored student travel from any cause or causes including, without limitation, any loss or damage to real property or tangible personal property, lost or stolen baggage. Baggage and personal property is transported entirely at the risk of participants.

I understand CCS recommends participants purchase travel insurance to cover the possibility of additional expenses, loss or damage as described in this document.

I understand CCS reserves the right to cancel or re-schedule the departure/return dates and shall not be responsible for any other travel arrangements affected by cancellations or re-scheduling.

CCS will attempt to maintain the travel program as described in its publications, brochures, or oral or written itineraries. However, it reserves the right to make changes including, but not

limited to, the itinerary, any travel arrangements, accommodations, and or other program offering and features at any time and for any reason, with or without prior notice. For participant funded travel, CCS shall not be responsible or liable for any loss whatsoever to any participant by reason of any such cancellation or change. For travel that is participant funded, CCS is not responsible for penalties assessed by air carriers that may result due to operational and/or itinerary changes, regardless of whether the participant or the college made the flight arrangement. The participant will pay any additional expense resulting from the above. CCS reserves the right to substitute hotels or accommodations or housing of a similar category at any time. Additional fees or charges for overweight luggage are the responsibility of participants

I have read, understand, and consent to follow the Student Travel Policy, its related procedures and the above disclaimers.

I agree to follow all the rules, including all federal, state and local laws and related regulations, and the Standards of Conduct for Students (WAC 132Q-10-101-503) OFM and State of Washington travel regulations and CCS travel policy and procedures during the trip.

I understand there are certain inherent risks associated with my participation in trips and activities. Participants may encounter: forces of nature and hazards while traveling on a variety of terrains, on water, or in the air; mechanical issues and/or transportation accidents involving resources including, but not limited to, airplanes, cars, buses, and trains; trip destinations that include remote, cultural, or commercial sites without medical facilities; property loss and damage, criminal acts, personal injury and illnesses, and death.

I understand there are often times during trip or travel when participants, including minor participants, are not under the direct observation, care, control or supervision of CCS personnel.

In consideration for the opportunity to participate in this CCS fieldtrip, I agree to stay in the lodging and use the transportation coordinated by CCS and agree to attend all meetings, activities and events required by the trip supervisor.

I will not use alcohol unless I am of legal age and the trip supervisor permits it. I will not illegally use drugs for non-medical use during the trip, including while in travel status. If I take prescription medication, I shall be responsible for ensuring I have sufficient medication; for keeping the prescription bottles or the prescription(s) with me; and for using the medication consistent with the health care provider instructions.

I understand the trip supervisor may require me to return to campus or return home at my expense, should there be probable cause to believe that I violated any law or college rule, have been materially or substantially disruptive, have significantly deviated from the trip itinerary and/or timelines, have failed to follow the reasonable instructions of those in charge, or that I present a material or substantial safety risk to self or others. I also understand I might have to reimburse CCS for any expenses caused by my actions, should this occur. I also understand that such behavior may subject me to later disciplinary action through the Standards of Conduct for Students.

I realize that I may be required to acknowledge and complete additional liability waivers or contracts that may be presented to me by other organizations in addition to this statement of consent.

If I am a participant with a disability and I wish to request accommodations for use during the trip, I understand I must contact Disability Support Services. Because it may take time to process such requests, I am aware that requests should be made as early as possible, usually at least three weeks in advance.

I am responsible for obtaining any required medical or accident insurance coverage while participating in this activity or trip. If insurance is not required, and I choose not to be covered, I am responsible for that decision. I acknowledge that the CCS nor any of its employees or agents serve as guardians or insurers of my safety. I understand that CCS does not provide any medical, dental, or life insurance to cover bodily injury, illness or death, nor insurance for personal property damage or loss, nor insurance for liability arising out of my negligent acts or omissions. I acknowledge that I am completely responsible for my own insurance to cover these expenses. (Student Health and Injury Only Insurance can be purchased by students. Information about this coverage is available in the Cashier's Office.)

I understand that CCS encourages me to provide medical information about myself to be used in case of an emergency. I have the opportunity to provide that information on this form, if I wish.

I grant CCS, its personnel and agents the authority to seek medical attention for me if they deem I am in an emergency situation. Further, I grant permission to any licensed physician and/or medically trained individuals to render emergency medical care and I consent to such treatment should I be incapacitated for any reason. I understand that information about medical insurance is available from CCS. In case of an emergency, I request that CCS contact the person identified by me on this form.

For and in consideration of instruction and/or participation in this activity(ies) or trip(s), I hereby release and forever hold harmless Community Colleges of Spokane, and its trustees, officers, directors, employees, agents, supervisors, volunteers and assigns from and against all claims arising out of or resulting from my participation in this activity or trip. In addition, I, my heirs, assigns or other successors in interests hereby expressly agree to indemnify, defend and hold harmless CCS, its trustees, officers, directors, employees, agents, supervisors, volunteers, and assigns for any claim, judgment, lien, obligation arising out of or incident to my travel related to this/these trip(s) unless claim is caused by or arise out of gross negligent act or omission, or wanton or willful misconduct of CCS while acting within the scope of its responsibility, at law or in equity. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, costs and disbursements, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

I further understand that this assumption of risk, release and hold harmless agreement is intended to be as broad and inclusive as permitted by the laws of the state of Washington and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that the jurisdiction for any legal proceedings shall be in the state of Washington, venue in Spokane, Washington.

Please check one of the following boxes

- I am over 18 years old
- I am under 18 years old (please check one),

I certify I have read and understand, and am competent to sign this document. I hereby voluntarily sign this document, agree to follow the rules and requirements described above, knowingly assume the above described risks and responsibilities associated with the trip/activity, and agree to accept full personal and financial responsibility for my actions during this trip.

I understand this is a legally binding agreement and that by signing this, I agree to abide by the above conditions, and agree to release, indemnify and hold harmless CCS as described herein.

Printed Name: _____ Signature: _____
 Date: _____ Phone#: _____
 Student ID #: _____ Class: _____
 Emergency Contact: _____ Emergency Phone: _____

If participants are under 18 years of age, their parent, or guardian(s) must sign in addition to the participant.

Date

Signature of Parent of Guardian

If you have any medical information that you would like a medical responder and the trip supervisor to know about you in case of an emergency, please provide that information here. If you would like a medical responder to know what medications you take, list that information here also. (Student information on this form is protected by FERPA, the Family Educational Rights and Privacy Act.)
