

**OTIS College of Art and Design**  
**Field Trips / Off-Campus Program Agreement**  
**Assumption of Risk, Waiver of Liability and Indemnification**

***THIS AGREEMENT CONTAINS A GENERAL RELEASE OF LEGAL RIGHTS, A WAIVER OF LIABILITY AND AN INDEMNIFICATION OBLIGATION. READ IT CAREFULLY AND UNDERSTAND IT FULLY BEFORE AGREEING AND SIGNING THIS AGREEMENT.***

1. I desire to participate in the following trip/activity \_\_\_\_\_ ("Activity"), to be held on \_\_\_\_\_, and I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, and in any independent activities I undertake as an adjunct to the Activity, which dangers may include but are not limited to risks of bodily injury, death or damage to property.

**2. Knowing the dangers, hazards and risks of the Activity, and in consideration of being permitted to participate in the Activity, I agree, for myself, and for my heirs, successors, assigns, and personal representatives, to assume all the risks and responsibilities surrounding my participation in the Activity, including but not limited to the transportation to and from the activity,<sup>1</sup> and to the maximum extent permitted by law, release and agree to indemnify Otis College of Art and Design, its governing board, officers, agents, employees, and any other persons or entities acting on its behalf (hereafter collectively referred to as "Otis"), from any and all claims, demands, and causes of action (including attorneys' fees) whatsoever, relating to injury, disability, death or other harm, to person or property or both, whether caused by the negligence or carelessness of Otis. I further agree not to sue or otherwise assert any claim against Otis arising out of or in connection with my participation in the Activity, specifically waiving my right to sue for any claim, demand or cause of action heretofore released.**

3. I represent and warrant that there are no health-related reasons or problems which preclude or restrict my participation in this Activity. If medical attention is needed while I am a participant in this Activity, Otis is granted permission to authorize emergency medical or surgical treatment and procedures, if necessary, and that such action by Otis shall be subject to the terms of this Agreement. I understand and agree that Otis assumes no responsibility for any expense, injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

4. In connection with my participation in this Activity, I agree to conduct myself in accordance with Otis rules, policies, and standards, including the Student Code of Conduct. I acknowledge that

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<sup>1</sup> Students are responsible for arranging their own transportation to and from the Activity unless transportation is provided by Otis. If a student drives his/her own vehicle to, during or from the Activity, the student is responsible for his/her own acts and for the safety and the security of his/her own vehicle. If a student travels to, during, or from the Activity as a passenger in a private vehicle, whether driven by another Otis student, employee or volunteer, Otis is not in any way responsible for the safety of such transportation and/or any damage or injury suffered in the course of traveling in such a vehicle.

Otis has the right to modify or cancel any aspect of the Activity and/or terminate my participation in the activity, at any time, for any reason, within its discretion.

5. I consent to the use of my name and photograph or likeness in print, online materials or other media designed for news, informational, educational, or promotional purposes, without compensation, related to my participation in the Activity.

6. I further agree that this Agreement shall be construed in accordance with the laws of the State of California without regard to conflict of law principles. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

7. I acknowledge that I have fully informed myself of the content of the foregoing Agreement by reading it before I sign it. No representations, statements, or inducements, oral or written, apart from those written in this Agreement, have been made.

READ, UNDERSTOOD AND AGREED:

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Student)

\_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Printed Name)

**If student participant is under the age of 18, his or her parent or legal guardian must also sign.**

As the parent or legal guardian of the student whose signature appears above, I have read and understand the terms and conditions specified above, have given my child or ward permission to participate in the Activity, and agree to be bound by the terms and conditions (including those that may subject me to personal financial liability) specified above, as if I myself had signed above.

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Parent or Legal Guardian)

\_\_\_\_\_  
(Printed Name)