

**PARTNERSHIP SCHOLARS PROGRAM  
FIELD TRIP/TRANSPORTATION PERMISSION AND WAIVER AGREEMENT  
PSP MENTOR/SCHOLAR OVERNIGHT TRIPS**

**DESCRIPTION/NAME OF TRIP:** \_\_\_\_\_

**CHILD'S NAME:** \_\_\_\_\_  
(Print Full Name)

In consideration for permitting the above-named child ("Scholar") to participate in the \_\_\_\_\_ **[LIST DESCRIPTION/NAME OF TRIP]** from \_\_\_\_\_ to \_\_\_\_\_ **[LIST DATES OF TRIP]** ("Trip") with Partnership Scholars Program ("PSP"), the undersigned parent(s) and/or guardian(s) of the Scholar, on behalf of their heirs, executors, administrator and assigns, and on behalf of the Scholar, hereby agree to the following terms and conditions:

1. Voluntary Trip. I/We understand that Scholar is not obligated to participate in this Trip and that this Trip is not sponsored by my child's school district, school, or the State of California.
2. Chaperones. I/We understand that \_\_\_\_\_ **[LIST NAME(S) OF PSP REPRESENTATIVE(S) CHAPERONING TRIP]** ("Chaperone(s)") will accompany the Scholar on the Trip. The Chaperon(s) shall (check whichever applies):

\_\_\_ Accompany the Scholar from his/her home base/departure point to \_\_\_\_\_ **[LIST LOCATION OF TRIP]**.

\_\_\_ Meet the Scholar in \_\_\_\_\_ **[LIST LOCATION OF TRIP]**.

In case of emergencies, Chaperone(s) may be reached at the following contact number(s): \_\_\_\_\_

3. Lodging. I/We understand that the Scholar will stay in a \_\_\_\_\_ **[LIST TYPE OF ACCOMODATION, e.g. hotel, dorm, camp site, etc.]** ("Accommodation"). The name, address, and contact information for the Accommodation is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. No Exceptions to Group Travel Plans for the Trip. I/We agree that the Scholar will travel with the PSP group according to the travel plans made by PSP or third-party organizer for the Trip. I/We acknowledge and agree that PSP will not make any exceptions for the Scholar because of personal or family plans. The Group Travel Plans are **[LIST**

**TRANSPORTATION BEING PROVIDED BY PSP FOR THE TRIP]:**

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5. Acknowledgment of Risk: The Scholar may participate in activities during the Trip including, but not limited to: **[LIST ALL KNOWN ACTIVITIES THE SCHOLAR(S) SHALL PARTICIPATE IN]**

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I/We understand and acknowledge that the activities that the Scholar 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 PSP cannot foresee every possible contingency or completely eliminate all risk. The inherent risks of the Trip include, but are not limited to **[LIST RISKS, E.G. TRAVEL ON PLANES, TRAINS, BUSES, CARS, SUBWAYS, ETC; OVERNIGHT STAYS AT HOTELS OR OTHER ACCOMODATIONS; MEALS AT RESTAURANTS, ETC]:**

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I/We have read the previous paragraphs and I/we know, understand, and appreciate these and other risks that are inherent in the Trip. I/We hereby assert that Scholar's participation is voluntary and that I/We knowingly assume all such risks. I/We also have had the opportunity to discuss the Trip with PSP.

6. Personal Possessions. The Scholar will be responsible for obtaining and keeping safe his or her personal possessions, documents, money, travel tickets (as needed), and other property. I/We hereby acknowledge that PSP is not responsible for any expenses or

losses of any nature and amount due to the Scholar's loss of such possessions, documents, money, travel tickets and other property.

7. Additional Expenses: I/We understand that PSP will pay for transportation, meals, lodging, and admission fees for scheduled programming and events. I/We understand that the Scholar is responsible for expenses, including, but not limited to souvenirs, snacks, and damage which the Scholar may cause to property.
  
8. Assumption of Risk. I/We understand and acknowledge that certain risks are inherent in travel and overnight trips and assume responsibility for any such risks associated with participation in the Trip. The risks include, but are not limited to, travel and transportation to and from \_\_\_\_\_ [LIST DESTINATION(S) OF TRIP] and travel within \_\_\_\_\_ [LIST DESTINATION(S) OF TRIP], and all risks as identified in Section 3 of this Agreement. As discussed in Section 4, Scholars may be transported by

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\_\_\_\_\_ [LIST MEANS OF TRANSPORTION USED] to, from and/or during the trip.

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 Scholars to and from the Trip, and during the Trip, including but not limited to airplane accidents, car or bus accidents, and mechanical breakdown of modes of transportation that may require Scholars to wait in public areas such as subway stations, breakdown lanes on highways, or sidewalks.

I/We take full responsibility for any injury or loss, including death that the Scholar may suffer, arising in whole or in part from the enrollment and participation of the Scholar in the activities of the Trip and transportation to and from, as well as during the Trip.

9. Voluntary Release of All Claims. I/We voluntarily release, discharge, waive and relinquish all claims against PSP, its trustees, officers, directors, representatives, agents, employees, and volunteers, 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 PSP, its trustees, officers, directors, representatives, agents, employees, and volunteers. This voluntary release of claims shall be applied and interpreted to the greatest extent permitted by law.
  
10. Release from Third Party Liability. I/We understand that PSP is not an agent of, and has no responsibility for, any third party including without limitation any third-party organizer, sponsor or entity that may provide any services, equipment, hospitality,

public and/or private transportation, equipment, training or activities associated with the Trip. Scholars will use [LIST AS APPLICABLE: commercial airlines, trains, tour buses, restaurants, hotels, public transportation, etc.]

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and other third-party services, whose performance and service cannot be controlled. Consequently, PSP is not responsible for the actions of these third party entities for matters including, but not limited to, injuries or damages caused by a third-party, strikes, lost luggage and the like.

11. Indemnification and Hold Harmless. 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 Scholar. I/We hereby agree to indemnify and hold harmless PSP, its trustees, officers, directors, representatives, agents, employees and volunteers, 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 Scholar while participating in the Trip.
12. Medical Conditions. I/We agree to provide to PSP, on the attached Emergency and Medical Information and Authorization for Medical Care, not later than **two weeks** prior to the scheduled departure date of the Trip, current information concerning any medical or physical conditions or other special considerations concerning the Scholar of which PSP should be aware, including, but not limited to, allergies, asthma or medications concerning the Scholar, and names and phone numbers of emergency contacts.

I/We further agree that if the Scholar has had any serious illness, injury, or medical treatment in the **two weeks** prior to the scheduled departure date of the Trip, I/We are expected to notify PSP. I/We release PSP, its trustees, officers, directors, representatives, agents, employees, and volunteers, 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 Scholar. I/We accept full responsibility for any omissions or errors on the Emergency and Medical Information and Authorization for Medical Care I/We have completed and provided to PSP. To the best of my/our knowledge, the Scholar 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.

13. Medical Insurance. I/We understand and acknowledge that PSP does not carry or maintain health, medical, or disability insurance coverage for the Scholar and therefore agree to assume the responsibility for such insurance coverage on the Scholar. I/We understand and agree I/we are financially responsible for the Scholar's medical expenses.

14. Liability Insurance: I/We understand and acknowledge that PSP maintains liability insurance to cover certain accidents, property damage, medical expenses and other expenses related to personal injury. I/We understand that PSP's liability insurance may not cover all such expenses and that I may be responsible for expenses in excess of that which is covered by PSP's liability insurance. I/We further understand that PSP's liability insurance does not cover expenses related to the willful and/or reckless conduct of the Scholar.
15. Scholar Conduct. I/We understand and acknowledge that the Scholar is expected to abide by PSP policies and regulations included in the Scholar Handbook during the course of the Trip. I/We acknowledge that independence, responsibility, and autonomy are a critical part of the Scholar's learning experience. During the Trip, the Scholar will be held responsible for his/her own actions. I/We agree that the PSP has the right, in its sole and absolute discretion, to discipline the Scholar and/or to terminate the Scholar's participation in the Trip at any time for conduct deemed detrimental to PSP, the Scholar, other Scholars, and/or the public.
16. Early Return of Scholar. I/We understand and acknowledge that if PSP terminates the Scholar's participation in the Trip for violation of policies, laws, or conduct that endangers the health or safety of any participant of the Trip, the Scholar will immediately be sent home without a chaperone at the parent(s) or guardian(s)' sole expense. Additionally, the Scholar's parent(s) or guardian(s) may be required to travel to the Trip site to pick up the Scholar.
17. 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 that specifically references this Agreement and is approved and signed by all parties to this Agreement. As discussed in section 9, I/We understand that it is my/our obligation to accurately fill out and promptly update the Emergency and Medical Information and Authorization for Medical Care form attached to this Agreement. I/We further understand that the Emergency and Medical Information and Authorization for Medical Care form is a part of this Agreement.
18. Photos or Likeness of Scholars are PSP Property. I/We grant PSP the right and license to use my Scholar's image, likeness, voice, or photograph and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media) for whatever purposes the PSP deems necessary or appropriate.
19. 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.

20. Choice of Law. This Agreement shall be governed by the laws of the State of California.

**Acknowledgment of Understanding:** I/We have read this acceptance of risk, release from liability, and indemnification agreement, fully understand its terms, and **understand that I/We am/are giving up substantial rights, including my/our right to sue**. I/We acknowledge that I/We am/are signing the Agreement freely and voluntarily, and **intend by my/our signature(s) to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

**IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING**

**I/We am/are the parent(s) and/or legal guardian(s) of the above named minor. I/We have read and understand the Agreement involves surrendering valuable legal rights of the minor Scholar and myself/ourselves. For good and valuable consideration, the sufficiency of which is hereby acknowledged, I/We agree to be bound by all terms of this Agreement. I/We also give my/our consent to the participation of the minor Scholar in the Trip.**

Name of Scholar: \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Scholar

**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

**PARTNERSHIP SCHOLARS PROGRAM**  
**EMERGENCY AND MEDICAL INFORMATION AND AUTHORIZATION FOR MEDICAL CARE**

The undersigned, parent(s), or legal guardian(s) of the \_\_\_\_\_ [Scholar's Name], on behalf of our heirs, executors, administrators and assigns, and the Scholar, hereby agrees to the following terms and conditions set forth below:

It is understood that in all matters relating to the operation of PSP and all PSP-sponsored activities, PSP, through its agents and employees stands in loco parentis to the Scholar. In the event of accident or emergency, when a parent/guardian is unavailable, a representative of PSP is hereby authorized to make arrangements as necessary for the Scholar to receive medical/hospital care, including necessary transportation. Under such circumstances, the Scholar and the parent(s)/guardian(s) further authorize the physicians and medical providers to undertake such care and treatment of the Scholar as they considers necessary. Such care and treatment is authorized to be performed by any licensed physician or surgeon. The Scholar and the parent(s)/guardian(s) consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. **The undersigned parent(s)/guardian(s) fully understand(s) that the resulting expenses will be the responsibility of the parent(s) or guardian(s).**

The following information will accompany the faculty and children on the trip:

**Emergency contact:** Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

**Additional contact:** Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

**Name of Scholar's**

**Primary Physician:** Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

Please note any important medical or allergy information, including any limitation to or on medical treatment rendered to Scholar:

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A special note to Parent(s)/Guardian(s):

- (1) All medications must be registered on this form;
- (2) All drugs, excepting those which must be kept on the Scholar's person for emergency use, must be kept and distributed by the mentors, unless arrangements and authorization is provided before the start of the trip;

(3) [ ] **Check here** if there are **no** special problems that the mentor(s) should be aware of and no medication is required on the trip;

(4) You must provide more than the required dosages of any medicine because there may be limited access to particular types of medicine while on the Trip,

(5) If any medication(s) are to be taken by Scholar, please list them below.

(Name of drug(s) and reason(s)) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**My/Our signature(s) below shows my/our agreement to the Emergency and Medical Information Agreement and Authorization for Medical Care:**

**PARENT/GUARDIAN SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(COPY OF FORM TO BE CARRIED BY MENTOR ON TRIP)