



Partnership Scholars Program

www.partnershipscholarsprogram.org

P.O. Box 156, El Segundo, CA 90245

424-225-4777

SCHOLAR PARTICIPATION AGREEMENT

2019 - 2020 School Year and Summer

Name of Scholar: _____

In consideration for permitting the above-named child ("Scholar") to participate in the Partnership Scholars Program for the 2019 -2020 school year, the undersigned parent(s) 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 Participation. I/We understand that Scholar is not obligated to participate in this Program and that this Program is not sponsored by my child's school district, school, or the State of California.
2. Minimum Standards. I/We understand and acknowledge that in order for the Scholar to participate in the Program, he or she must abide by or comply with the following performance standards:
 - a. Maintenance of a minimum GPA of 3.0 and allowing school to provide grades to PSP;
 - b. Interest in attending a four year college or university;
 - c. Good citizenship –
 - i. Maintain the absence of pending or executed disciplinary action by the Scholar's school and allow my child's school to share this information with PSP.
 - ii. Refrain from underage drinking as it is a serious offense and our policy is clear. The Scholar must abide by the federal, state, and local laws of the United States. Under these laws, in every state, the consumption of alcoholic beverages by anyone under the age of 21 and the use or possession of illicit drugs is illegal.
 - iii. Refrain from harassment/intimidation/bullying/cyberbullying: Verbal, physical or written abuse that insults, ridicules, threatens, bullies or otherwise torments another person.
 - iv. Refrain from behavior that interferes with the learning process or interrupts the rights of another Scholar and allow my child's school to share this information with PSP.
 - d. Continued interest in Program participation by the scholar including keeping appointments with mentors and active participation in scholar group activities;
 - e. Providing all information requested by PSP staff, including thank you letters and grade reports; and
 - f. Continued parental support of the program and the mentor's efforts and suggestions.
3. PSP Handbook and Other Policies: I understand and acknowledge that as a condition of Scholar's participation in the Program, I/We agree to abide by all policies and procedures contained in the PSP Handbook and separate policies. I/We further understand and acknowledge that it is within PSP's sole

discretion to change and update the terms of the Handbook and separate policies without my/our prior approval and that I/We am expected to abide by such changes as a condition of Scholar's continued Participation in the Program.

4. Field Trip Waiver and Authorization Forms. I/We understand and acknowledge that Scholar may not participate in any PSP program or activity without a signed Field Trip Waiver and Authorization Form.
5. Personal Possessions. I understand and acknowledge that Scholar will be responsible for obtaining and keeping safe his or her personal possessions, documents, money, travel tickets (as needed), and other property while participate in a PSP program or activity. 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.
6. 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.
7. Medical Insurance. I/We understand and acknowledge that PSP does not carry or maintain health, medical, or disability insurance coverage for Scholar and therefore I/We agree to assume the responsibility for Scholar's own medical insurance coverage and am financially responsible for any and all medical expenses arising out of an accident, injury or illness caused by or occurring during the course of the PSP program or activity.
8. Medical Information and Authorization Form. I/We understand and acknowledge that as a condition of Scholar's participation in the Program, I must fill out the Medical Information and Authorization Form, attached as Attachment A, to this Agreement. I further agree to immediately notify PSP if Scholar's medical conditions or needs change during the course of the Program. (Note to self: This gives me the necessary info for start of year. Each individual trip form will have sort of an addendum that says 'is there anything new?')
9. Liability Insurance. I understand and acknowledge that PSP maintains liability insurance to cover certain accidents, property damage, medical expenses and other expenses related to personal injury. I 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 further understand that PSP's liability insurance does not cover expenses related to the willful and/or reckless conduct.
10. 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 Program 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.
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. 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.

13. Entire Agreement. This Agreement, including all attachments, contains all of the terms and conditions agreed upon by the Program, Parent/Guardian, and Scholar. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect. This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement signed by all of the parties to this Agreement.
14. 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.
15. 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 Program.

Name of Scholar: _____

Date _____ Signature of Scholar _____

All parents/guardians who live with, have legal custody of, or are otherwise responsible for the Scholar must sign:

Name of Parent or Guardian 1: _____

Date _____ Signature of Parent or Guardian 1 _____

Name of Parent or Guardian 2: _____

Date _____ Signature of Parent or Guardian 2 _____

Partnership Scholars Program:

Executive Director: Lisa Ruben

Date

Signature of Executive Director

**ATTACHMENT A
MEDICAL INFORMATION AND AUTHORIZATION FORM**

Scholar's name: _____ Date of Birth: _____ Gender: _____

Scholar's home address: _____

Home Telephone: _____ Scholar Cell Phone: _____

Scholar Email: _____

I. EMERGENCY CONTACT(S):

Parent/guardian 1 name: _____

Telephone number(s): _____

Email address: _____

Parent/guardian 2 name: _____

Telephone number(s): _____

Email address: _____

Emergency contact name in case parent(s)/guardian(s) cannot be reached:

Contact Name: _____ Relationship: _____

Telephone number(s) _____

Contact Name: _____ Relationship: _____

Telephone number(s) _____

II. MEDICAL INFORMATION:

(A) Medical personnel information:

Insurance provider: _____

Child's medical records number: _____

Primary physician name: _____ Daytime Phone: _____

Preferred hospital: _____ Daytime phone: _____

(B) Allergies, medications and medical conditions: *Please list any important facts concerning the Scholar's medical history including (1) ALL known allergies, (2) ALL medications being taken and dosages, (3) any other medical information to which the Program and treating physician should be aware. (Please attach a second page if insufficient space is provided.)*

III. EMERGENCY MEDICAL CONSENT

I/We, the undersigned parent(s)/guardian(s) of the Scholar, _____, on behalf of our heirs, executors, administrators and assigns, and on behalf of the Scholar, hereby agree to the following terms and conditions set forth below

In the event of accident or emergency, when a parent/guardian is unavailable, I/we consent and authorize a representative of Partnership Scholars Program to make such arrangements as he/she considers necessary for the Scholar to receive medical/hospital care, including necessary transportation and including sharing the medical information contained in Section II, above, with health care providers. I/We further consent and authorize such care and treatment to be performed by any licensed physician or surgeon. I/We 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. I/We fully understand(s) that the resulting expenses will be my/our responsibility.

I/We understand that PSP will make all reasonable efforts to contact the undersigned as soon as possible when an emergency happens involving the Scholar. I/We further understand that contacting the undersigned or attempting to contact the undersigned is not a prerequisite for a Program representative to authorize and to make such arrangements as he/she considers necessary for the Scholar to receive medical/hospital care, including necessary transportation, when the urgent nature of the situation necessitates such immediate action. In the event that PSP cannot reach one of the undersigned, I/We authorize PSP to contact the individual(s) referenced in Section I, above.

I/We further understand that reasonable minds might differ as to the particular response necessitated in a given situation. I/We agree PSP should err on the side of seeking medical treatment most likely to protect the safety and well-being of the Scholar and thus, I/We agree to assume any and all financial responsibility for the medical services determined appropriate by PSP or by the physician(s) authorized above to treat the Scholar.

I further authorize PSP to provide a copy of this Medical Information and Authorization Form to my child's Mentor and any other mentor that may chaperone my child on PSP-sponsored trips so that the Mentor(s) may have access to such medical information in case of emergencies.

The authorization shall remain effective for the 2019 - 2020 school year and summer.

Parent/Guardian 1 Name: _____

Relationship to Scholar: _____

Signature: _____ Date: _____

Parent/Guardian 2 Name: _____

Relationship to Scholar: _____

Signature: _____ Date: _____