

## **Medical and Release Form**

Earthroots requires a current Medical and Release Form for each person attending any class and/or event. Send an updated form if any info changes. Please print clearly (in blue or black ink) and sign the second page in two separate places. Mail completed form to: Earthroots Field School • P.O. Box 504 • Trabuco Canyon, CA 92678

Last Name:      /	First Name:			Gender (circle):	Male	Fem	ale
Date of Birth:/	/ e-mail:						
Street Address:			Cit	y:			
State: Zip:	Phone - Cell:		Home:	Work:			
E	-4 <b>:</b>						
Emergency Contact Inform	ation_	Pala	tionshin:				
Name:	Work Phone	_ Keia	попѕпр	Other Phone:			
Out-of-State Contact (Name a	and Phone).			other rhone.			
Medical Conditions (**CON So that we can properly associations below and at register	sist you, it is your respon			nroots Field School av	vare of any	medi	cal
Do you/your child:	No	Yes				No	Yes
<ul> <li>Wear a hearing aid?</li> <li>Have asthma?</li> <li>Have any physical disal</li> <li>Have any special needs participation in the presecond language, ADI</li> <li>Have any other condition endanger, alter, or son</li> </ul>	ogram? (e.g., fears, D, etc.)	e:	1. 2. 3. 4. 5. • Take an • Use me • Have s (e.g.,	n allergic reaction to:  Medications?	tions?		
Insurance Information (if yo Name of Health I Group/Plan Numb	n have anaphylactic allergic  nu do not carry health insurant insurance Carrier:  per:  as booster:/	nce, ple	ase note) Phone:	you bring EpiPen or An			

<u>Photo Release</u>: By signing at the bottom of this form I hereby grant free permission for Earthroots Field School to use images of me participating in their programs or events for outreach purposes, including but not limited to electronic or print materials or media.

[ ] No, I do not wish to grant a photo release. (Please consider granting this release to us if at all possible, as our ability to successfully share our programs with new participants depends on having representative photographs.)

Medical Release: In the event that I require medical attention while participating in this program, I hereby grant permission to Earthroots Field School and its representatives to provide for the rendering of such care, including diagnostic procedures, surgical and medical treatment, by authorized medical staff or their designees, as may in their professional judgment be necessary. I hereby acknowledge that no guarantees have been made to me as to the effect of such examinations or treatment. I acknowledge that I am responsible for all reasonable expenses in connection with care and treatment rendered during this period.

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

## Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in <u>Guided Hiking/Biking Tours & Team Building Activities (Gardening)</u> and other activities (collectively the "Activities") provided by <u>Earthroots Field School</u> (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

## **Personal Responsibility**

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Name (Printed)	Participant's Signature	Date	
Parent/Guardian's Name (Printed)	Parent/Guardian's Signature	Date	
FORM 1512 (1212)	General Waiver A		
www.earthrootsf	ieldschool.org (949) 709-5777		
office use only: Class Day Se	emester	Rev·7/29/	