



## MARIN HORIZON SCHOOL



### **VOLUNTARY PERMISSION, WAIVER, RELEASE AND INDEMNITY AGREEMENT**

In consideration for permitting the Student named below to participate in the Marin Horizon School ("School") ¡Hola Panamá! Program, scheduled to begin on June 19, 2017, and end on July 2, 2017 the undersigned, who are parent(s) or legal guardian(s) of Student, on their behalf and on behalf of Student, hereby agree to the following terms and conditions:

1. Voluntary Participation: I give permission for Student to participate in the ¡Hola Panamá! Program. I understand that Student is not obligated to participate in this program and that Student will not receive school credit for doing so.
2. Acknowledgement of Risk: Student may participate in activities during the ¡Hola Panamá! Program including, but not limited to: air travel, bus travel, attending the Casco Antiguo Spanish School, sightseeing and touring, visiting beaches, swimming, stand up paddle-boarding, eating at restaurants, and performing service-learning activities. The activities Student engages in during the ¡Hola Panamá! Program 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, including emotional trauma and even death. The School and its program leaders cannot foresee every possible contingency or completely eliminate all risk. I have had opportunities to discuss the ¡Hola Panamá! program with the School.
3. Assumption of Risk: I understand and acknowledge that certain risks are inherent in international travel and programs in general, and assume responsibility for any such risks associated with participation in the ¡Hola Panamá! Program. The risks of the ¡Hola Panamá! Program include, but are not limited to, travel and transportation in Panama and to and from Panama, and all risks identified in Section 2 of this Agreement. I acknowledge and expressly assume all risks and dangers associated with all ¡Hola Panamá! Program activities. I take full responsibility for any injury or loss, including death, which Student may suffer, arising in whole or in part from the enrollment and participation of Student, in the activities of the Program. I further understand that although Luis Ottley, Carla Wilkins and two other chaperones will supervise student activities, Student will be allowed some self-directed time for meals and exploration during the day under the direction and supervision of the Casco Antiguo Spanish School and that Student will be sleeping in dorm rooms in the company of other students. Chaperones will be staying in the dormitory with the students but will not sleep in the same room with Student.
4. Events/Entities Beyond School's Control: The School and its representatives are not responsible for events beyond their control, including, but not limited to, strikes, war, weather, acts of God, or governmental restrictions. The School and its representatives are also not responsible for acts, errors, or omissions of persons or entities outside of their control, including, but not limited to,

airlines, surface transportation companies, hotels, restaurants, or other suppliers of program services; or for the failure of any airline, or its agents, to provide the transportation it has contracted to perform or to honor a confirmed reservation. I agree to release the School from all claims arising out of such events, acts, or omissions.

5. Acknowledgement of Itinerary: A copy of the itinerary for the ¡Hola Panamá! Program is attached to this Agreement. I acknowledge that the School has provided the educational objectives, program overview, transportation and lodging arrangements, as well as the detailed itinerary and requirements for The Program to Student and the individuals that have signed below. I also understand that locations, projects, and activities may be subject to change, and that itineraries may change. In all cases, the Program will make every effort to substitute an activity or location with something comparable.

6. No Exceptions to Group Travel Plans: I agree that Student will travel with the School group according to the travel itinerary made by the School. I will not expect any exceptions to be made for Student because of personal or family plans.

7. Student Conduct: I understand and acknowledge that Student is expected to abide by all School rules, regulations, directives and standards of behavior, including those in the student handbook, as well as any rules or directives provided by the Chaperones/Supervisors and/or faculty of either the School or Casco Antiguo Spanish School during the course of the Program. I acknowledge that independence, responsibility, and autonomy are a critical part of Student's learning experience. During the Program, Student will be subject to limited supervision at times and will be held responsible for his/her own actions. I understand and agree that the School or its authorized representative shall have the right, in its sole and absolute discretion, to terminate Student's participation in the Program either before or during the Program for any cause considered sufficient by the School or its representative.

8. Early Return of Student: I understand and acknowledge that, if the School terminates Student's participation in the Program for any reason, Student will immediately be sent home at Parent's expense, or Parent may be required to travel to Panama to pick up Student at the Parent's expense. I agree to pay all costs to return Student home with no expectation of any refund. I also agree to reimburse and indemnify the School and its agents for any costs and expenses incurred in arranging for Student's return home, including, but not limited to, the travel costs of a third party to accompany Student if necessary. I understand and agree that the School shall have the right, in its sole and absolute discretion, to take disciplinary action against the Student for any conduct that is the basis for termination of Student's participation in the Program.

9. Voluntary Release of All Claims: I voluntarily release, discharge, waive and relinquish all claims against the School, its officers, agents and employees, arising out of ordinary negligence that are in any way related to or arising from the Program, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, or wrongful death. This release, discharge, waiver and relinquishment also pertains to any instruction or supervision related to the Program or on the part of the School, its officers, directors, trustees, employees and agents, including the administration of medication to Student. This release shall be interpreted to the greatest extent permitted by law.

10. Release from Third-Party Liability: I understand that the School is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor or entity, that may provide or schedule any services, hospitality, public or private transportation, equipment,

training or activities associated with the Program. In arranging for Student travel, the School uses commercial airlines, trains, buses, restaurants, hotels, and other services whose performance and service cannot be controlled. Consequently, I agree and acknowledge that the School is not responsible for the actions of these entities for matters including, but not limited to, injuries or damage caused by a third-party, strikes, lost luggage and the like.

11. State Department Information: I agree to inform Student and ourselves about the potential danger of the areas to which Student will be traveling, and precautions that should be taken, by reviewing the State Department Consular Travel Information at <http://www.travel.state.gov>. Specific information regarding travel to Panama is located at <http://travel.state.gov/content/passports/english/country/panama.html>.

12. CDC Information: I agree to inform Student and ourselves about the recommended vaccinations that Student should have prior to travel and precautions that should be taken by reviewing the Centers for Disease Control Travelers' Information at <http://www.cdc.gov/travel/> for relevant health and immunization information. Specific information regarding diseases in Panama and recommended immunizations is located at: [http://wwwnc.cdc.gov/travel/destinations/traveler/none/panama?s\\_cid=ncezid---dgmq---travel--single---001](http://wwwnc.cdc.gov/travel/destinations/traveler/none/panama?s_cid=ncezid---dgmq---travel--single---001). The School has informed me of the recommended vaccinations for travel to Panama by the Centers for Disease Control, which is attached to this Agreement. I acknowledge that it is my responsibility to verify the appropriate vaccinations, obtain vaccinations for Student, and that I assume any and all risks associated with the decision not to vaccinate Student.

13. Indemnification/Hold Harmless: Parent(s) or legal guardian(s) of Student may be held liable and responsible for any injury or death to another person or injury to property of another caused by Student. I hereby agree to indemnify (meaning to defend, and to satisfy by payment or reimbursement, including costs and attorneys' fees) and hold harmless the School (its officers, employees, agents), with respect to any claims of injury, death or other loss or damage to person or property suffered by any person arising in whole or in part from the conduct of Student while enrolled or participating in the Program.

14. Pre-Existing Medical Condition of Student: I release the School and its officers, employees and agents from all claims and liability for any illness, injury, loss of property, or death resulting during or after the program from a pre-existing medical (physical, emotional, or psychological) condition of the Student. I have read and completed fully the Health Information & Authorization Form provided by School, which is attached hereto as Exhibit "A" and is fully incorporated herein. I accept full responsibility for omissions or errors on the Health Information & Authorization Form. To the best of my/our knowledge, and unless otherwise stated on the Health Information & Authorization Form, the Student has no medical (physical, emotional or psychological) conditions that would interfere with her/his ability to participate in the Program or would otherwise endanger his/her health while participating in this program.

15. Medical Care: If Student becomes ill or incapacitated, I authorize the School, its representatives, or any adult accompanying Student on the Program to take whatever action is deemed reasonable by in the sole discretion of the School, its agents or employees, under the circumstances to preserve Student's health and safety, including, without limitation, obtaining medical or dental treatment for Student at Parent's expense, administration of emergency medications, and/or transportation of Student at Parent's expense to a medical facility or to return home for medical, dental, or other reasons. I expressly authorize any adult accompanying Student on the Program to consent to the administration of medical or dental care to Student as deemed

appropriate. I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required. I understand that, in the event of an injury to Student or Student illness, the School will make reasonable efforts to contact me, but that contact with us is not required before taking Student to a health care provider for medical or dental care. I also agree to assume any and all financial responsibility for emergency care and services to Student, including transportation services. I agree to sign a separate Health Information & Authorization Form, a copy of which is attached hereto.

16. Photos or Likeness of Students are School Property: I understand that photographs or likenesses of Student, including any video of Student, become the property of the School who may use the photographs for publicity purposes, whatever the medium, without compensation.

17. Cancellation: I acknowledge that cancellation of Student's reservation for the Program must be submitted in writing. I further acknowledge that the refund to which I may be entitled is limited by the provisions contained in the handout provided by the School coordinating the Program. I accept that I will have no right to a refund for any accommodation, meals, transportation, or other services not used by Student once his/her travel has begun.

18. Price Increase: I acknowledge that the School reserves the right to increase the price of the Program by the amount of any increase in program costs, including, but not limited to, increases in aviation fuel prices, air carrier tariffs, rates of currency exchange, incidental costs, and applicable government taxes. I agree to pay such increase(s) in price and acknowledge that I shall not be entitled to cancel Student's reservation or receive a refund solely on the basis of increased expense.

19. Itinerary Changes: I agree that the School and/or the air carrier have the right to substitute airlines, to make changes in equipment, to alter the published itinerary, and/or to change the departure and arrival dates or times as necessary.

20. 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.

21. Entire Agreement and Choice of Law: 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 hereto, except the agreements set forth hereto. This Agreement may be modified or superseded only in a written instrument to this Agreement that specifically references the Agreement and is executed by all parties. I agree that this Agreement shall be interpreted under and governed by the laws of the State of California.

**I have taken steps to become informed about the ¡Hola Panamá! Program and certify that I am satisfied with the nature and quality of the Program as a voluntary activity for Student. I have read this Permission, Waiver, Release and Indemnity Agreement in its entirety. I understand that signing this Agreement is voluntary and that I have been given the opportunity to seek legal counsel and to question the School before signing this binding document.**

Name of Student: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Name of Parent/Guardian: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Name of Parent/Guardian: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Please also provide the following information:

Family Physician

Area Code

Telephone

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person to Contact in Case of Emergency

Area Code

Telephone

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exhibit A**  
**Health Information and Authorization Form**