

Feather River Community College District

Climbing Wall Participation Form and Assumption of Potential Risk

I, _____, ("Participant") wish to use the Climbing Wall at Feather River College.

I understand that using the Climbing Wall is inherently dangerous and that it involves the risks associated with falling from a considerable distance, and the potential danger associated with colliding with others, inadequate safety equipment and the ordinary negligence of others who are involved in the same or a similar activity.

I am aware that this activity involves the potential for serious physical injury, disability or death.

I ACKNOWLEDGE AND FULLY ASSUME THE RISKS associated with my participation in this activity.

I agree that the District, its employees and agents shall not be liable for, and I hereby waive, release and discharge them from, on behalf of myself, my spouse, heirs and legal representatives, any and all claims, including claims arising from the District's own ordinary negligence, and from any and all damages, which may be sustained by me directly or indirectly in connection with, or arising out of, participation in or association with the events and activities described above

I certify that I am physically capable of participating in this activity and that I have no medical condition which would endanger me or others, or interfere with my ability to safely participate in this activity.

I am over the age of 18 and have read the above carefully before signing and I understand and agree to its terms.

Date

Signature of Participant

Printed Name

If the Participant is under the age of 18, the approval of a parent or guardian is required, as set forth below.

I am the parent or guardian of the Participant and have read the above carefully before signing, I understand and agree to its terms, and I approve of this activity.

Parent or Guardian Name: _____

Parent or Legal Guardian Signature: _____

Date Signed: _____



Community Education Course Registration Form

Name of Student: _____
(First) (Last)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Course Information:

Course Name	Date(s)	Day(s) of Week	Time	Course Fee (Additional supply fees may be collected by the instructor)
Recruitment Adventure Days (RAD!)	April 19-21, 2024	Friday, Saturday, Sunday	8am-8pm	\$0

Parent/Guardian Consent for students under 18 years of age:

I give consent for my son/daughter, _____ to participate in the community education course listed above.

Parent/Guardian Name (print) _____ Phone _____

Signature _____ Date _____

Payment Information:

Total Course Fees: \$ _____ Cash _____ Check #: _____

CREDIT CARD: Visa /MC # _____ Expiration Date: _____

Security code on back of card (3-digit #) _____

Signature: _____

Submit Completed Form and Payment to:

FRC Student Services
570 Golden Eagle Avenue
Quincy, CA 95971
Fax: 530-283-3757

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

570 Golden Eagle Avenue, Quincy, CA 95971

**Community Education Course
Waiver of Liability, Assumption of Risk & Indemnity
Agreement**

Waiver: In consideration of being permitted to participate in any way in:

Recruitment Adventure Days (RAD!)

hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Feather River Community College District, its officers, employees, and agents from liability from any and all claims including the negligence of the Feather River Community College District, its officers, employees and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, lacerations, joint or back injuries, heart attacks, and concussions; 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Feather River Community College District HARMELSS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Photographic Release: I do hereby grant and convey unto the Feather River Community College District all right, title and interest in any and all photographic images and video or audio recordings made by the Feather River Community College District during my participation in The Activity, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Print Name of Participant

Date

Age (if Minor)

Signature of Parent/Guardian of Participant if Minor

Print Name of Parent/Guardian of Participant If Minor

Date

Feather River Community College District
STUDENT TRAVEL FORM
ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK
RULES, REQUIREMENTS, RESPONSIBILITIES & MEDICAL INFORMATION

Completion of this form is required by State regulation and District policy for all student travel, excursions, field trips, activities and tours. **If the participating student is under 18 years of age, this form must be completed and signed by the participant and the participant's parent or legal guardian.**

California Code of Regulations, Title 5, Section 55450 provides, in part, as follows: "All persons making the field trip or excursion shall be deemed to have waived all claims against the District or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims."

The District has granted _____ permission to participate in the field
(herein after "Participant")

trip, event, class or activity: Recruitment Adventure Days (RAD!) scheduled for: April 19-21, 2024
Date(s)

ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK

I understand and acknowledge that these activities, by their very nature, pose the potential risk of serious injury and/or illness to individuals who participate. I understand and acknowledge that some of the injuries and/or illness which may result from participating in these activities include, but are not limited to, the following: sprains, strains, fractured bones, unconsciousness, head and/or back injuries, paralysis, loss of eyesight, communicable diseases, blood borne pathogens and/or death.

I understand and acknowledge that in order to participate in these activities, I agree to assume liability and responsibility for any and all potential risks, which may be associated with participation in such activities.

I understand, acknowledge and agree that the District, its employees, officers, agents or volunteers, shall not be liable for any injury and/or illness suffered by me which is incident to and/or associated with preparing for and/or participating in the activity(ies).

I agree to hold harmless, defend and indemnify the District from any and all liability, resulting from, or in any manner arising out the activity(ies).

RULES AND REQUIREMENTS

The Participant further agrees to accept all the rules and requirements of the trip, observe the program schedules, and to follow the instructions given by supervisory personnel and grants the right to terminate participation in the program if it is determined that conduct is detrimental to the best interests of the group, in which event return home shall be at personal expense. Any violation of District rules or regulations may be cause for suspension or expulsion from the college, subject to the District student due process procedure upon return.

I hereby acknowledge and understand that unless specifically advised otherwise, the District is not providing the transportation and it is my responsibility to arrange for my transportation to and from the activity. If the District is providing transportation but I do not use the transportation, I am responsible to make my own arrangements and the District assumes no responsibility or liability of any kind. During any transportation in any private or personal vehicle, I further understand that: 1. The driver of the vehicle in which I am riding, either as driver or passenger, is not driving on behalf or as an agent of the District, and the District has not verified the driving record of the driver, the liability insurance on the vehicle, or the condition of the vehicle; 2. The District is in no way responsible, nor does the District assume liability, for any injury or loss, which may result from my transportation: 3. Although the District may assist in coordinating the transportation and/or recommend travel time, routes, car pooling, or caravanning, any and all such recommendation or assistance provided is not mandatory.

RESPONSIBILITY

Participant fully recognizes and agrees that the District cannot and will not be held responsible for needs or well-being when not under the direct supervision of District personnel during the activity.

(over)

MEDICAL CONSENT AND DISCLOSURE FORM:

Consent: Participant has no known medical condition(s), which may pose a risk to the health and safety of others or me by participating in the activity or activities. Participant agrees to advise the District in writing of any medical, physical or health condition that may be affected or in any way jeopardized by participating in a field trip, excursion or activity. In the event of any medical emergency, Participant (Initial one) does ____, does not ____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the District program supervisor deems necessary for the safety and protection of the Participant.

Disclosure: Please share with program faculty any medical concerns that we should be aware of. The list of medical concerns includes, but is not limited to, the following:

- Back problems
- Knee problems
- Any prescription medications
- Diabetes
- Epilepsy (or knowledge of previous seizures)
- Pregnancy
- Allergies
- Asthma
- Heart problems
- Orthopedic Issues
- Loss of consciousness
- Others

Use the space below to share any pertinent medical information:

I have read this Acknowledgment and Assumption of Potential Risk and understand its terms. I have disclosed all known medical concern. I execute it voluntarily and with full knowledge of its significance.

Signature of Participant
(Required of all participants, regardless of age)

Date:

AND if Participant is under 18 years of age:

Signature of Participant's parent or legal guardian

Date:

Feather River Community College District
RELEASE OF LIABILITY AND MEDICAL CONSENT FORM
Hazardous Activities Class

I, the undersigned, certify that I desire to participate in the following _____ **Spring 2024** _____ class(es):
Semester & Year (Example: Fall 2003)

N/A	Recruitment Adventure Days (RAD!)	Shane Koskinen	N/A
_____	_____	_____	_____
Course No.	Course Name	Instructor	Course Index #
_____	_____	_____	_____
Course No.	Course Name	Instructor	Course Index #
_____	_____	_____	_____
Course No.	Course Name	Instructor	Course Index #

I understand that participation in this class and its activities is voluntary. It is further understood that the class and its activities, by their very nature, pose a high degree of risk of injury or illness, including death, and that I willingly and knowingly wish to participate in spite of these risks.

In consideration of the benefits provided by the Feather River Community College District, I hereby agree that neither I, my successors, assigns, nor anyone acting on my behalf will make a claim against or sue the SCHOOL DISTRICT, its officers, agents, employees, or volunteers for injury or damage resulting from the condition of any facility, or the negligence, carelessness or other acts howsoever caused by the DISTRICT or any of its officers, agents, employees or volunteers as a result of my participation in the class, and its activities.

In addition, I hereby release the DISTRICT, its officers, agents, employees and volunteers from all claims or lawsuits that I, my successors, assigns, or anyone acting on my behalf may now have or hereafter at any time have for injury or damage: 1) Resulting from the dangerous or other condition of any DISTRICT facility or property; 2) Suffered by me while participating in or traveling to and from, the class and its activities; or 3) Suffered by me in any other activity associated with the class and its activities.

I agree that the DISTRICT makes no representations or warranties as to the repair or condition of the property, equipment or facilities, which I will be using, and I take such property, equipment and facilities AS IS. I further agree that it shall be my obligation, not the DISTRICT's, to assure that the property, equipment and facilities are in proper and safe condition for the purpose anticipated herein; and that it shall be my obligation and duty, and not the DISTRICT's, to inspect such property, equipment and facilities before they are used, and to take affirmative steps to repair, or where necessary, warn in order to prevent injury to person or property.

I have carefully read this agreement, and fully understand its contents. I am aware that this is a Release of Liability, Medical Consent Form and a legally binding contract between the Feather River Community College District and me, and I sign it of my own free will.

MEDICAL CONSENT

Participant has no known medical condition(s), which may pose a risk to the health and safety of Participant or others by participating in the activities. Participant agrees to advise the District in writing of any medical, physical or health condition that may be affected or in any way jeopardized by participating in the activities. In the event of any medical emergency, Participant authorizes and consents to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the District program supervisor deems necessary for the safety and protection of the Participant.

Participant's Name: _____ Phone No.: _____

Participant's Address: _____

Participant's (Adult Student) **signature**: _____

If student is a MINOR,
signature of parent/guardian: _____ Date: _____

(over)

Feather River Community College District
RELEASE OF IMAGES AND MEDIA FORM

I grant permission to Feather River College and its employees and agents, to take and use visual images of me. Visual images are any type of photographs, digital images, drawings, renderings, video recordings or accompanying written descriptions. I agree that the photographer owns the images and all rights related to them. The images may be used in any manner or media without notifying me, such college sponsored web sites, publications, promotions, advertisements, and posters, as well as for non-college uses. I waive any rights to inspect or approve the finished images or any printed or electronic matter that may be used with them.

I release FRC and its employees and agents, including any firm authorized to publish and/or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking or use the images, or printed material used with the images.

I am at least 18 years of age and competent to sign this release. I have read this release before signing. I understand its content, and I freely accept the terms.

Printed Name

Telephone or email address

Signature

Date

Address

City

Zip

Office Use Only:

Project Name: _____

Photographer Name: _____ Signature: _____

Notes: