

ACKNOWLEDGEMENT OF VOLUNTARY PARTICIPATION

Participant as authorized by parent/guardian voluntarily wishes to participate in the above referenced Modesto Junior College Community Lifelong Learning class(es) and chooses to do so despite the possible dangers and inherent risks of such participation.

CODE OF CONDUCT

Participant, parent/guardian, fully understands that he/she is to abide by all regulations, including but not limited to District policies and procedures governing conduct during participation in the above referenced class(es). Any violation of rules and regulations may result in participant's dismissal from the class(es) with any expenses incurred being participant's non-refundable responsibility.

MEDICAL CONSENT

In the event of medical emergency in which participant becomes ill or injured during his/her participation in the above mentioned Community Lifelong Learning class(es), participant and his/her parent/guardian hereby authorizes and consents to x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment, emergency medical treatment, and hospital care from a licensed physician and/or surgeon as well as emergency transportation as deemed necessary for participants safety, health and welfare. Participant understands that all resulting expenses will be his/her responsibility. In addition, participant asks Modesto Junior College Community Lifelong Learning to call his/her emergency contact as identified in enrollment information.

PHOTOGRAPH/VIDEO RELEASE

Participant and parent/guardian understands that Modesto Junior College Community Lifelong Learning may take photographs and/or video of participant during his/her participation in this Community Lifelong Learning class which may be used for the purposes of marketing and/or publicity of the program in print or on any social media platform.

RELEASE OF LIABILITY

As provided for in California Education Code Section 35330, I agree to waive all claims against Modesto Community College and hold its officers, agents, employees and volunteers, harmless from all liability or claims which may arise out of or in connection with my child's participation in this activity. This waiver shall not apply to any occurrence which may arise solely out of the negligence of Modesto Community College, its officers, employees agents or volunteers.

GENERAL RELEASE

Parent/guardian grants approval and hereby authorizes participant to participate in the Modesto Junior College Community Lifelong Learning and understand by signing this document I am releasing Modesto Junior College Community Lifelong Learning, officers, agents, employees and volunteers from any known and unknown claims and I expressly waive and release any right or benefit which I or my child, participant, may have under California Civil Code Section 1542. I understand and acknowledge the significance and the consequences of such release, as well as the specific waiver of Section 1542. Section 1542 provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of execution of the release, which if known by him or her must have materially affected his or her settlement with the debtor”

Parent/guardian further understands that participation in this Event at Modesto Junior College Community Lifelong Learning is voluntary and that no general liability insurance nor workers compensation insurance will cover injuries arising out of my child (participant's) voluntary participation. I am solely responsible for the cost of treatment for any injuries or other damages sustained while my child is participating in this event. This release extends to my heirs and assigns.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND this Informed Consent, Indemnification and Release of liability and I understand that this release is being relied upon by Modesto Junior College Community Lifelong Learning in permitting my child (participant) to participate.