

**SPORTS AND ACTIVITY OFF-CAMPUS FORM**  
**Bishop Garcia Diego High School, Inc., Santa Barbara, CA**

**Student Name:** \_\_\_\_\_ **MUST BE RETURNED**  
**BY 9/20/19**

Dear Parents and Guardians: the above named student has requested to participate in the following senior activities, all supervised by Bishop Garcia Diego staff members:						
Activity	Location	Date	Time	Transp.	Parent Initials	
Senior Fun Day	SeaLanding/SB Harbor	October 16, 2019	8:30-2:00pm	Self driven	_____	
Senior Retreat	Forrest Home	March 11; 8am to	March 13, 2020; 4pm	Bus	_____	
Grad Night Disneyland	May 26, 2020(tentative date)	5 pm - 5am	Wednesday	Bus	_____	

I, the parent/guardian of the above named student do hereby request Bishop Garcia Diego High School, Inc., to admit my student to the school-sponsored activity delineated on this form. By completing this form I give my authorization for my son/daughter participate in this activity. I agree to direct my son/daughter to cooperate and conform to directions and instructions of school personnel responsible for this activity.

I agree that in the event that my son/daughter is injured as a result of his/her participation in the above named activity, including transportation to and from these activities, whether or not caused by the negligence (active or passive) of the school, or any of agents or employees, recourse for the payment of any resulting hospital, medical or related costs and expenses will first be against any accident, hospital or medical insurance, or any available benefit plan of mine or my spouse.

I am not aware of any medical conditions of my child, which would render it inappropriate for him/her to participate in any school activity. Supervisory personnel will have a copy of this form during the activity.

I hereby give permission to the physician selected by the activity supervisory personnel then present to render medical treatment deemed necessary and appropriate by the physician. A fully completed copy of this form must be in the School Office or this student may not participate in the above activity.

Parent/Guardian Signature agreeing to the above terms: \_\_\_\_\_

**Emergency Contacts during this activity (must be over 18):**

Title: \_\_\_\_\_ (i.e. Dr., Mr.,) First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Primary Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_ Secondary Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cell Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_

Work Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_ x \_\_\_\_ Pager: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phones Unlisted? Yes No

Title: \_\_\_\_\_ (i.e. Dr., Mr.,) First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Primary Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_ Secondary Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cell Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_

Work Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_ x \_\_\_\_ Pager: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phones Unlisted? Yes No

**Complete both sides of form.**

**Student Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_

Student's Primary Phone (when not at school): \_\_\_\_\_/\_\_\_\_\_

Student Lives With: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Parent/Guardian Phone Work/Cell #s: \_\_\_\_\_

**In case of a major emergency during any sports/extra-curricular activity**—i.e. accident, major earthquake, fire, national emergency, etc. the names of adults over 18 who are listed on the front of this form, as well as those listed herewith \_\_\_\_\_ are also authorized to pick up my daughter/son in the event that I cannot come personally to the school/place of activity.

Please initial here indicating approval: \_\_\_\_\_

---

**Medical and Health Information**

Doctor: \_\_\_\_\_ Clinic \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_/\_\_\_\_\_ Medical Insurance: \_\_\_\_\_ Insurance Policy No. \_\_\_\_\_

Allergies: \_\_\_\_\_

Medical Precautions/Disabilities: \_\_\_\_\_

\*\*\*Medications: \_\_\_\_\_

**October 16, 2019 at 8:45 am**

Kayak Team Building Adventure at the Santa Barbara Harbor

**Where to meet:**

Students will use their own transportation and meet at :

**SEA Landing, 302 W. Cabrillo Blvd, Santa Barbara, CA**

**NO LATER than 8:45 am**

**What to bring:**

Students should arrive wearing their swimsuit, synthetic shorts, synthetic shirt, water shoes, sunglasses, sunscreen, sunhat.

Please bring a daypack with a towel, dry clothes and shoes, Water.

**Lunch:** Senior Parents will be providing the seniors with snacks and an incredible BBQ lunch!

**Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement  
Santa Barbara Adventure Company Inc., – Multi-Sport**

In consideration of the services of Santa Barbara Adventure Company Inc., its agents, owners, officers, volunteers, participants, employees, related companies and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "S.B.A.C."), I hereby agree to release and discharge S.B.A.C. on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risk** I/we acknowledge that activities such as sea kayaking, climbing, biking or ropes/challenge courses and living, traveling and recreating in the wilderness entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I/we understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by travel and activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my/our enjoyment and excitement and are an integral reason for my/our participation in this activity. I/we understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. I/we also understand and acknowledge that failing to use or properly use safety type equipment such as personal flotation devices or helmets and/or my failure to follow instructions increases my/our risk of injury or of not surviving an accident or incident while boating or sea kayaking.

The inherent risks associated with the boating, sea kayaking or water related activity in which I/we are about to participate include, but are not limited to: sustained rigorous activity or paddling that may be mentally and physically stressful, encountering large or erratic waves, eddies, tidal conditions or currents and changing sea conditions and the possibility that I/we will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these changing water flows; it is possible that I/we could be injured if I/we come in contact with paddles or other equipment necessary to the operation of the boat or sea kayaking activity and the outfitting of the boats or sea kayaks; I/we recognize there are foot holds in a sea kayak which may assist in stabilizing or steering my/ourselves in the sea kayak but which may present an increased risk of knee, ankle or other injury as a result of restricted or sudden movement; the boats or sea kayaks may break down or be faulty; it is possible that loss of control of a boat or sea kayak could occur resulting in collision, capsizing or swamping and that if a boat or sea kayak turns over I/we could be "washed" overboard; boats and sea kayaks are slippery when wet and are unstable so that I/we could slip and fall or be knocked out of the boat or sea kayak even in flat or non-moving water; I/we understand that the areas in which I/we might walk sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the boats or sea kayaks or any portion of them may collide with or encounter other boats, sea kayaks, man-made or natural objects including submerged or semi-submerged trees, slippery rocks, branches, fallen trees, boulders, docks, etc.; accidents can occur getting on and off or into or out of the boats or sea kayaks; the weather in the areas in which I/we may boat or kayak can be unpredictable and change rapidly; exposure to the natural elements can be uncomfortable and/or harmful and I/we are aware that this exposure could cause sea sickness, sunburn, dehydration, heat exhaustion or heat stroke, cold or hypothermia, some or all of which may diminish my/our or the other participants ability to react or respond; I/we understand that prolonged exposure to cold water can result in hypothermia and in extreme cases death; I/we may encounter dangerous or aggressive or poisonous wildlife, marine life, insects, etc.; communication in the "off-shore" or marine environment in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I/we acknowledge that bicycling or bicycle touring and all other activities, hazards and exposures associated with the S.B.A.C. bike courses or trips involve inherent risks which specifically include, but are not limited to the following: Bicycle operation or riding may involve equipment failure or the improper operation or use of the bike by the participant. This improper operation or use may include, but is not limited to: the failure to observe and obey all trail, traffic or course safety rules or instructions given to the participant by S.B.A.C., the participant failing to be alert to other bikers or other forms of oncoming or following traffic, excessive speed, a participant or rider exceeding or over judging his or her abilities (over confidence), a participant or rider placing his or her feet on the ground while the bike is in motion, participants riding side by side on roads and participants failing to keep proper distance between bicycles ("tailgating") or a participant failing to see or avoid open and obvious obstacles such as signs, poles, trees, surface hazards such as potholes or rocks/sand or unpaved areas or water on the roads, broken pavement, other participants or pedestrians, vehicles, etc. I/we acknowledge that the areas used by S.B.A.C. for the bike courses or routes include beautiful scenery which may cause me/us to lose my/our concentration and/or simply not pay attention. I/we acknowledge that it is my/our sole responsibility to observe and keep my/ourselves familiar with and aware of the S.B.A.C. bike course or route and where the guide is traveling so that I/we do not become lost or separated from the guide, my/our companions or other participants. I/we acknowledge that communication in the areas used by S.B.A.C. for its biking routes or can be difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I/we acknowledge that riders and participants can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through rough areas. Participants can slip, trip or fall during trail hiking or time off the bicycles. Accidents can occur getting on and off the bicycles. Bicycles are slippery when wet. Exposure to the natural elements while participating in a S.B.A.C. bike ride can be uncomfortable and/or harmful; I/we are aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, or even hypothermia.

I/we acknowledge that I/we may encounter rapidly changing weather, dangerous wildlife, insects, etc. I specifically acknowledge that the inherent risks associated with ropes/wall/challenge activities using fabricated structures, surfaces, cables or ropes includes, but is not limited to: falling off of the climbing structure, being hit by swinging apparatus, falling on or being impacted by other participants, hanging from a belay cable, poor or improper belaying or other techniques, the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about while on the ropes/wall course, lose my balance or grip, slippery or wet equipment, becoming entangled in ropes, impacting the ground and/or climbing apparatus or ropes, encountering loose or dropped or damaged ropes or holds, equipment failure, improperly maintained equipment, displaced safety equipment, belay or anchor or harness failure, general slips/trips/falls or painful crashes while using any of the equipment or climbing structures or landing platforms or the premises at large, climbing out of control or beyond my or another participants' limits, the negligence of other climbers or spotters or visitors who may be present, participants giving or following inappropriate climbing advice or move sequences, my or others' failure to follow the rules of S.B.A.C., and my own negligence or inexperience. I also understand and acknowledge that, a condition of my participation in or use of the S.B.A.C. ropes/wall/challenge course is that I wear a helmet, harness and belay device.

The inherent risks associated with the surfing activity in which I/we are about to participate include, but are not limited to: sustained rigorous activity or paddling that may be mentally and physically stressful, encountering large or erratic waves, eddies, tidal conditions or currents and changing sea conditions and the possibility that I/we will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these changing water flows; it is possible that I/we could be injured if I/we come in contact with shore breaks, sharp coral, the ocean floor, rocks or other surfboards or surfers. I/we acknowledge that we may encounter and be unable to control or respond to any of the following: high tides, cold water, ocean swells, high surf, strong currents, rocky shorelines, high winds etc.; I/we understand that the areas in which I/we might walk sometimes hide dangerous obstacles such as tree wells, tree stumps, corals, rocks and boulders, etc.; the weather in the areas in which I/we may surf can be unpredictable and change rapidly; exposure to the natural elements can be uncomfortable and/or harmful and I/we are aware that this exposure could cause sea sickness, sunburn, dehydration, heat exhaustion or heat stroke, cold or hypothermia, some or all of which may diminish my/our or the other participants ability to react or respond; I/we understand that prolonged exposure to cold water can result in hypothermia and in extreme cases death; I/we may encounter dangerous or aggressive or poisonous wildlife, marine life, insects, etc.; communication in the "off-shore" or marine environment in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

The inherent risks associated with hiking, general sight seeing, and living in camp or wilderness type settings during this camping and sea-kayaking tour also include, but are not limited to: slipping or falling during camp activities, hiking or portaging or getting to and from one of the boats or water craft and I/we understand that the areas in which I/we might hike in general (whether doing a water related activity or not...) sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, slippery streams, muskeg, forest dead fall, poisonous or noxious plants, etc. I/we specifically acknowledge that the inherent risks associated with lodging in tents or bunk cabins may feel different than a normal building and may include areas of low head room, small or cramped spaces, etc., all of which may feel un-natural and cause me/us to become disoriented or trip or fall; tents are particularly subject to issues related to inclement weather, temperature variations and wildlife attacks. I/we acknowledge that food preparation is an integral part of this activity and that I/we and other participants will be assisting in food preparations; some of the food may not be to my/our liking; there may be errors in food storage or preparation that could cause my/our dissatisfaction and or illness; I/we acknowledge my/our responsibility to inform S.B.A.C. of any specific food related allergies and I/we acknowledge that S.B.A.C. can not be responsible for allergies, illness or diseases related to meals and food preparation. I/we acknowledge that the camping and traveling lifestyle will require me/us to use equipment that I/we might not be familiar with and will require me/us to interact with other guests and participants with whom I/we are also unfamiliar; both of these things can cause my/our discomfort and stress and have inherent risks. I/we acknowledge that there are numerous other issues I/we may encounter, such as campfires and latrine issues which, while they seem open and obvious, also have inherent risks associated with them.

**INITIAL HERE** →

PAGE 1 of 2

I/we acknowledge and understand that this activity may include ground transport in remote and urban areas and that transport may be provided by independent contractors to S.B.A.C. and may involve errors in judgment by those independent contractors so that an inherent risk of travel with S.B.A.C. may involve use by or travel with entities over which S.B.A.C. has no authority or control. By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I/we acknowledge that I/we are ultimately responsible for my/our own safety during my/our use of, participation with or travel with these other entities. S.B.A.C. is not a "Common Carrier" but rather is in the business of providing ropes/wall/challenge or adventure type trips. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by S.B.A.C. and may involve errors in judgment by S.B.A.C. staff operating the vans, buses, cars or other transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

I/we also acknowledge that I/we have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise S.B.A.C. of anything which I/we consider to be unsafe or to refuse to participate. Furthermore, S.B.A.C. employees, agents, instructors and guides have difficult jobs to perform. They seek safety, but they are not infallible. They may be ignorant of my/our or another participant's fitness or abilities. They may give inadequate warnings or instructions and/or I/we as the participant(s) may fail to understand the safety directions due to language issues. I/we specifically acknowledge that decisions made by guides/staff and participants are often made quickly and in difficult settings and are often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time.

**I/we acknowledge that I/WE ARE ULTIMATELY RESPONSIBLE for my/our own safety during my/our participation in S.B.A.C. events/activities.**

2. **Express Assumption of Risk** As lawful consideration for being allowed to participate in activities offered by S.B.A.C., I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE** On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless S.B.A.C. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of S.B.A.C.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of S.B.A.C.

4. **Indemnity** Should S.B.A.C. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such fees and costs.

5. **Personal Skill & Insurance** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by S.B.A.C. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

6. **Medical Issues** I agree on behalf of myself and any of the children for which I am responsible that, in the event that S.B.A.C. deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the course or to seek emergency medical care for me/us that, by signing this document, I/we are giving S.B.A.C. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this document I/we are waiving any right to object to or bring any type of action or claim against S.B.A.C. for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from S.B.A.C. activities or the course.

7. **Photographic Assignment** I understand that the S.B.A.C. reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities and on behalf of myself and any of the children for which I am responsible I/we hereby agree that S.B.A.C. may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by S.B.A.C.

8. **Release as Contract and Personal Capacity** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with S.B.A.C.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against S.B.A.C., I/we agree to do so solely in the State of California, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the California courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and S.B.A.C. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and any of the children responsible for that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against S.B.A.C. on the basis of any claim from which I/we have released them herein. **I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (BOTH PAGES). I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

E-mail \_\_\_\_\_ Phone: \_\_\_\_\_

**Parents or Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age)**

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that S.B.A.C. relies to its detriment on this representation. In consideration of my child or ward (a Minor) being permitted by S.B.A.C. to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless S.B.A.C. from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

Participant Name (if minor) \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

E-mail \_\_\_\_\_ Phone: \_\_\_\_\_