TREKNORTH JUNIOR AND SENIOR HIGH SCHOOL

AP Seminar - Afternoon Trip to Bemidji Water Treatment Plant

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

****READ CAREFULLY BEFORE SIGNING****

I, _____ (name of parent/guardian or, if student is at least 18 years old, name of student), am the parent/guardian of _____ (name of student) ("Child" or "Student"), a student at TrekNorth Junior and Senior High School ("TrekNorth"). I understand that TrekNorth is sponsoring a field trip to Bemidji Water Treatment Plant (near the airport) ("field trip"), which will take place from 1:00pm to 3:00pm on Tuesday, October 11. **IN CONSIDERATION FOR TREKNORTH PERMITTING MY CHILD TO PARTICIPATE IN THE FIELD TRIP, I HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

VOLUNTARY PARTICIPATION. I understand that the field trip is completely voluntary and that students who do not go on the field trip will engage in alternate activities at TrekNorth.

SUPERVISION. I understand that approximately 13 students and ___1__ adult (including teachers, coaches, advisors, volunteers, and/or chaperones) are expected to go on the field trip. I further understand that there may be designated times on the trip during which the adult(s) will not directly supervise the students, and/or may permit students to explore a localized area in pairs or small groups without adult supervision. I agree that the ratio of adults to students and supervision level as indicated above is adequate and reasonable.

INFORMED CONSENT. I have been informed of and I understand the various aspects of the field trip. I recognize and understand that any field trip, including but not limited to overnight field trips, has inherent risks, including the potential loss of personal property and the risk of physical injury or death. I understand and am aware that during the field trip certain risks and dangers may arise, including but not limited to, the hazards of traveling in unsafe areas or under unsafe conditions, the forces of nature, travel by aircraft, automobile, bus, boat, ship, train, or other means of conveyance, accident, injury caused by animals, exposure to and contraction of a disease or illness such as COVID-19, including such exposure in places without access to medical facilities, transportation, or means of rapid evacuation and assistance.

I also understand that these risks will exist even with careful planning and adequate supervision. Knowing the inherent risks and dangers involved, I hereby grant permission for my Child to go on and participate in the school-sponsored field trip to Bemidji Water Treatment Plant (near the airport).

ASSUMPTION OF RISK. I understand and am aware that there are potential dangers incidental to my Child's participation in the field trip, some of which may be dangerous and which may expose my Child to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to participation in activities such as: travel to, from, and within Bemidji Water Treatment Plant (near the airport) via private vehicles, common carriers, and/or TrekNorth-owned vehicles, weather conditions, physical activities, overnight accommodations (both supervised and unsupervised), facility conditions, dining in restaurants and/or consuming prepackaged food and drinks, food and drinks sent from home, or food and drinks from vendors, including dining outside, equipment conditions, walking, sightseeing (both accompanied by an adult and in small groups), fishing, boating, sailing, swimming, skiing, zip-lining, and other risks unique to the specific location and activities for the field trip, including unknown risks.

MY CHILD AND I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, THAT MAY RESULT FROM MY CHILD'S PARTICIPATION IN THE FIELD TRIP UNLESS THEY ARISE FROM TREKNORTH'S GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND I ASSUME FULL RESPONSIBILITY FOR MY CHILD'S PARTICIPATION IN THE FIELD TRIP.

RELEASE AND WAIVER OF LIABILITY. In consideration for the TrekNorth permitting my child to participate in the field trip, on behalf of my Child, my personal representatives, heirs, executors, administrators, agents, and assigns, **I HEREBY VOLUNTARILY FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** TrekNorth, its Board, officers, directors, employees, agents, representatives, and volunteers ("the Released Parties"), jointly and severally, from any and all liability, including any and all claims, demands, injuries, damages, causes of action (known or unknown), suits, or judgments of any and every kind, including attorneys' fees (collectively, "Claims"), arising from any injury, property damage, or death that I or my Child may suffer as a result of my Child's participation in the field trip, including Claims arising out of any alleged or actual negligent act(s) or omission(s) by one or more Released Parties (including conduct that may be considered negligent per se), Claims predicated on the presence of hazards at, or the physical condition of, the field trip premises or location and/or any vehicle used to transport my Child to the field trip premises or location, and Claims arising out of the conduct, including negligent and intentional conduct, of other student participants in the field trip, others present at the field trip location, and other third parties, **UNLESS THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASED PARTIES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES OR LOCATION(S) WHERE THE FIELD TRIP, OR ANY ADJUNCT TO THE FIELD TRIP, OCCURS OR IS BEING CONDUCTED.**

MEDICAL CONSENT. I understand and agree that the Released Parties may not have medical personnel available at the location(s) of the field trip. In the event of illness or injury, I authorize and give my consent for TrekNorth and its employees, volunteers, or agents to administer and/or secure medical treatment for my Child on my behalf.

I agree to be financially responsible for the full extent of such medical treatment and any related transportation. I agree to reimburse TrekNorth for any sums TrekNorth may advance for purchase of goods or services on my Child's behalf in connection with my Child's participation in the field trip, including but not limited to the costs of medical treatment.

I further understand and agree that the Released Parties assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CERTIFICATION OF FITNESS TO PARTICIPATE. I attest that my Child is physically and mentally fit to participate in the field trip and that my Child does not have any medical record or history that could be aggravated by my Child's participation in the field trip.

RULES AND REQUIREMENTS. I understand and agree that my Child will abide by all applicable rules and regulations of TrekNorth and its employees, representatives, or designees, all instructions of TrekNorth or its employees, representatives, or designees while participating in the field trip and the laws of the governmental jurisdictions at the place or places of the field trip. I understand that noncompliance may result in my Child's suspension or expulsion from the field trip or TrekNorth, as well as forfeiture of field trip fees. I agree that if my Child violates any applicable rule, regulation, instruction or law, including but not limited to any rule or law prohibiting the possession, use, or distribution of drugs, alcohol, or tobacco at any time during the field trip my Child may be sent home immediately at my own expense. I agree to reimburse TrekNorth for any and all costs associated with sending my Child home.

I further agree that TrekNorth and its staff, representatives, or designees may send my Child home at any time during the field trip if they determine that my Child's continued participation in the field trip will adversely affect my Child's health, safety, or welfare or the health, safety, welfare, or enjoyment of other field trip participant(s). I acknowledge that TrekNorth's staff members or volunteers who participate in the field trip shall have the ultimate authority to determine whether my Child has engaged in such behavior and whether my Child will be sent home early at my expense.

CHOICE OF LAW. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles and regardless of the location of the field trip and regardless of my—and/or my Child's—state of residence, domicile, or status as a citizen. I understand that I may seek legal counsel of my own choosing to fully explain the terms of this Agreement to me before I sign it.

SEVERABILITY. I expressly agree that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. To the extent any provision contained herein shall be found to be unenforceable, it shall be modified to the least extent necessary in order to render it enforceable/valid.

I HAVE READ THIS RELEASE AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST TREKNORTH AND ITS BOARD, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, AND ALL RELATED ORGANIZATIONS. BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY ACCEPT THE TERMS AND CONDITIONS STATED ABOVE.

_____

PARENT OR GUARDIAN DATE

_____

STUDENT DATE