

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
PARTICIPANT PERMISSION, ASSUMPTION OF RISK, HOLD HARMLESS, INDEMNITY,
AND RELEASE AGREEMENT**

Participant's Name: _____ Program: MCHS Orchestras

Activity Description: Central Europe Tour 2024 - Czech Republic & Poland

Beginning Date: 6/21/2024 End Date: 7/2/2024

Completion of this release is a prerequisite to participation in the above referenced program. This release essentially says the participant named above will participate in the above referenced program, which involves inherent risks to participants. If he/she is hurt, injured, loses life, or incurs property damage, you (e.g., participant, parents, heirs) will not make a claim against or sue the Manhattan Beach Unified School District (District), its Board of Education, officers, employees, volunteers, and agents, or expect them to be responsible or pay for any damages.

1) ASSUMPTION OF RISK

We, the undersigned, understand and acknowledge that we have voluntarily chosen to participate in the above referenced program/activity and acknowledge participation is done at participant's own risk. We know and fully understand that any activity, including, but not limited to the activity described above, involves numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, participants can sustain physical injuries, damage to their property, and even sustain loss of life. Regardless of whether the activity involves physical contact or not, all activities have inherent risks of injury which are inseparable from the activity and cannot be entirely eliminated regardless of the care taken by activity coordinators, instructors, chaperones, coaches, trainers, or other staff. Furthermore, we understand that while the school district may establish certain requirements in implementing this program, neither the District, nor its schools, are responsible for the quality or conditions of instruction involved with this program in that it involves activities which are off school district premises and are not organized or supervised by the school district. We recognize the importance of following instructions regarding participation guidelines and requirements, proper technique, training, and other established safety rules, guidelines and regulations. We acknowledge and willingly assume all risks and hazards of potential injury and death and property damage which may arise out of participation in this program and agree to abide by all rules and regulations governing this activity.

2) AUTHORIZATION TO TREAT

We, the undersigned, understand that the activity/field trip/excursion, by its very nature, includes certain risks and could cause minor injury, major injury, and serious injury to participant, including permanent disability and death. In the event of illness or injury, I do hereby consent to whatever x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care and transportation considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. I further acknowledge that the District does not provide any medical coverage or compensation for injury for participants in this voluntary activity.

We fully understand that participants are to abide by all rules and regulations governing conduct during the trip, including conduct towards drivers, teachers, chaperones, activity coordinators, other participants/students, and sponsors. I further understand that participants will go to and return from the activity/field trip/excursion(s) using the transportation provided to the group.

We agree to waive all claims against the Manhattan Beach Unified School District (District) and hold the District, its officers, agents and employees, harmless from any and all liability, loss, damage, or claims (including reasonable attorneys' fees), caused by, arising from, or in connection with the participant's involvement in this activity.

3) HOLD HARMLESS, INDEMNITY, AND RELEASE

In consideration for the Manhattan Beach Unified School District allowing the above-named participant to participate in this program, we voluntarily agree here and forever, to the maximum extent permitted by law, for me, my child, myself, my family, heirs, personal representative(s), and/or assigns, to release, waive, discharge, defend, indemnify, and hold harmless Manhattan Beach Unified School District, its Board of Education, officers, employees, volunteers, and agents from any and all claims of liability, demands, actions, or causes of action of any sort, present or future, on account of personal injury, or illness, or death, or damage to personal property, arising out of their negligence, or any other act or omission in any way connected with the participant's involvement in this program.

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We also expressly agree to release and discharge the Manhattan Beach Unified School District, its Board of Education, officers, employees, volunteers, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

We understand that by agreeing to this clause, we are releasing claims and giving up substantial rights, including our right to sue, and are doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

As parent/legal guardian of any participant, I have read and voluntarily agree that my child may participate in this program. In signing this document, I fully recognize and understand that if my child is hurt, dies, or his/her property is damaged, I am giving up the participant's right and the rights of the parents/guardians and heirs to make a claim or file a lawsuit against the District, its Board of Education, officers, employees, volunteers, and agents.

WE, THE UNDERSIGNED, HAVE CAREFULLY READ THIS DOCUMENT. WE UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. WE FURTHER UNDERSTAND THAT WE ARE ASSUMING ALL RISKS INHERENT IN THIS PROGRAM. WE VOLUNTARILY SIGN OUR NAME AS EVIDENCE OF OUR ACCEPTANCE OF THE ABOVE PROVISIONS, PARTICIPATION IN THE PROGRAM, AND ANY FIELD TRIP OR EXCURSION ASSOCIATED WITH IT.

Participant's Printed Name	Participant's Signature	Age	Date
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Parent/Guardian Name (print)	Parent/Guardian Signature	Date
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**Mira Costa HS Orchestras ~ Central Europe Trip
June 21st to July 2nd, 2024**

**MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
PARTICIPANT WAIVER AND RELEASE
FOR USE OF PARTICIPANT IMAGES AND PARTICIPANT WORK**

PARTICIPANT NAME (Please Print): _____

I have been informed that the Manhattan Beach Unified School District (“District”) intends to take photographs in association with a school trip to Czech Republic and Poland from June 21st to July 2nd, 2024. Photographs from the trip may be used on MBUSD and the Orchestra Boosters social media. I also understand that I will be performing at various venues (“Third Party”) during this trip and photos and video footage may be taken by the venues. I understand the events and activities of the trip may involve valuable experiences for me, and I agree to participate in these activities and events as stated in this Waiver and Release.

I grant permission for the District, and the Third Party, to photograph, video tape, audio tape, and live broadcast in connection with the performances during this trip.

I hereby assign the District, and the Third Party, and all of their current, former, and future agents, principals, representatives, and assigns, all rights, title and interest in, and to the use of my image, likeness, voice, performance, work, and art through video, photographs, and any other media created by the District or the Third Party in connection with the performance during this trip for any purpose.

I also authorize the District and the Third Party, and their respective agents, to use the Media for educational, organizational, and program or series publicity purposes. I further consent to any reproduction, copyright, exhibition, broadcast, and/or distribution of the Media in whole or in part, without limitation or compensation.

I understand that my participation in this trip confers upon me no rights to use, own, or copyright, in whole or in part, any of the materials created as part of the process of this trip.

I release the District, and the Third Party, and their employees, agents, and assigns, from all liability that may arise from any and all claims by me or my assigns, in connection with my participation in this trip. I understand that neither me, nor my family will be compensated for any use of the Media. I waive any right that I may have to inspect or approve the Media, or the editorial, advertising, or printed copy or soundtrack that may be used in connection therewith, and any right that I may have to control the use to which said Media product(s) may be applied.

I understand that the Media has no control over non-District media sources and their use of my likeness, name, photograph, voice, or character, including any material gathered in connection with the performances at this trip.

I hereby release and hold harmless the District from and against any claims that may arise regarding the use of my likeness, including but not limited to, any claims of defamation, invasion of privacy, infringement of moral rights, or rights of publicity or copyright. I agree to hold the District, its contractors, agents, and employees harmless against any liability, loss or damage (including reasonable attorney’s fees) caused by or arising from the exhibition or telecast of my appearance at this trip, or any utterance made by me in connection with my participation therein.

Date

Participant’s Name

Participant’s Signature