



WAIVER AND RELEASE Refusal of Board Provided Transportation

IMPORTANT!

This Waiver and Release is required because you have chosen not to use School Board provided transportation to and from a field trip. As a result, the School Board will not accept any liability for the named Student's transportation to and from the field trip venue. The effect of this Waiver and Release is to make you, as the parent/legal guardian, and the Student, totally responsible for transporting the Student to and from the field trip venue, and totally liable for any accident of any kind that may occur while the Student is being transported to or from the field trip venue.

If this Waiver and Release is not signed, the Student will remain at school to work on meaningful assignments.

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT LIMITS YOUR LEGAL RIGHTS.

The Student and the parent/legal guardian, called the **Releasors**, do hereby, in consideration of the execution of this Waiver and Release, and the participation of the Student in the field trip, jointly and severally, **Release** and forever discharge the Board and its servants, agents, employees and elected board members, and their insurers, and each of them, together called the **Releasees**, and their respective successors, assigns, heirs, and personal representatives, of and from any liability in respect of any demand, claim, action, or proceeding of any kind, in law or in equity, or under any contract, or statute, which the **Releasors**, or any of them, now have, ever had, or can, shall or may have, now or in the future, relating to, or arising from, or depending in whole, or in part, in any way, on the Student's use of transportation other than that provided by the Board to and from the venue of the trip, and without restricting the generality of this **Release**, specifically releases the **Releasees**, and each of them in relation to:

- (i) any claim for loss of educational, or other opportunity by the Student, if the Student does not attend during the trip; and
- (ii) any claim for loss or damage to the person or property of the Student including injury or death of the Student; and
- (iii) any claim by any of the **Releasors** for educational malpractice; and
- (iv) any claim for breach of any duty to any of the **Releasors**, howsoever arising.

The **Releasors** and each of them agree that the execution of these presents, and the Board permitting the participation of the Student in the trip using means of transportation other than that provided by the Board, constitute good and valuable consideration from one to the other, and that none of the **Releasors** will challenge the existence of, or adequacy of, the said consideration.

The **Releasors**, and each of them, agree that at the time of execution of this **Release** each has had the opportunity to obtain independent legal advice, and that each has signed this **Release** which is binding upon them.

Parent/Legal Guardian Signature

Print Name

Witness to Signature

Date

Student Signature

Print Name

Witness to Signature

Date

Field Trip Information

School Clover Bar Junior High School

Description of Activity(ies) Band Tour to Banff, Alberta - April 6-8, 2020

Destination Banff Date April 6-8 Time _____

Destination _____ Date _____ Time _____

Destination _____ Date _____ Time _____

Destination _____ Date _____ Time _____

Destination _____ Date _____ Time _____

Destination _____ Date _____ Time _____