



Consent, Release and Waiver of Liability, and Indemnification Agreement 2020 LANGUAGE IMMERSION TRIP TO FRANCE AND SPAIN

The Bear Creek School, 8905 208th Ave NE, Redmond, WA 98053, 425-898-1720

Student signatures required if 18 years of age or older.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

I/We, the parents/legal guardians of _____, do hereby give my/our approval and consent for his/her participation in The Bear Creek School's 2020 Language Immersion Trip to France and Spain. I/We understand that the Language Immersion Trip will include, among various other educational and cultural activities, international air travel, motor vehicle and rail travel and some unstructured and unsupervised time in and around France and Spain. The Bear Creek School's 2020 Language Immersion Trip to France and Spain includes any act or event occurring during the course of preparing for, participating in, termination of, and returning from The Bear Creek School's 2020 Language Immersion Trip to France and Spain.

I/We understand that in the course of The Bear Creek School's 2020 Language Immersion Trip to France and Spain, the above-named student will travel from Seattle, WA to France and Spain and will stay in a hotel and private home in France and Spain, as per the itinerary provided to Language Immersion Trip participants.

I/We also understand that there will be times in the course of the Language Immersion Trip when adults accompanying the students on the Language Immersion Trip will not be directly supervising my/our child. I/We will advise and will expect my/our child to behave in a responsible manner throughout the time of the Language Immersion Trip, whether or not directly supervised by an employee of The Bear Creek School, a volunteer, or the staff of a coordinating agency. We will advise our child to always inform Language Immersion Trip chaperones where he/she will be, and to act as a proper representative of his/her family and his/her school.

I/We understand that students are not required to participate in The Bear Creek School's 2020 Language Immersion Trip to France and Spain, that not all students in my/our child's class will participate in The Bear Creek School's 2020 Language Immersion Trip to France and Spain, that there is no academic penalty for any student who does not participate in The Bear Creek School's 2020 Language Immersion Trip to France and Spain, that participation is a privilege exercised by choice and not a right, and that The Bear Creek School is permitting my/our child to participate in The Bear Creek School's 2020 Language Immersion Trip to France and Spain in consideration for our entering into this Consent, Release and Waiver of Liability, and Indemnification Agreement.

I/We understand that travel to Israel and other international locations poses many risks, known and unknown and foreseeable and unforeseeable. Such risks include without limitation risks associated with air, rail, and highway travel and other forms of transportation, risk of illness, injury (including death or disfigurement), loss and other damages from acts of God or Nature, reactions to foods or beverages (including water), injuries occurring in the course of medical treatment and/or due to lack of medical treatment, acts of war or terrorism or other acts arising from conditions of social or political unrest, defects in product design, manufacture, or construction, or intentional (including criminal) or negligent acts, and risks associated with moving about in foreign countries, whether supervised or unsupervised. I/We freely and voluntarily agree to assume all risks, foreseen or unforeseen, that might arise in the course of or related to The Bear Creek School's 2020 Language Immersion Trip to France and Spain other than the risk of gross negligence by The Bear Creek School.

I/We also understand and agree that I/we will maintain medical and other insurance sufficient to protect us or my/our child from financial loss in the event of injury (including death or disfigurement) to my/our child while he/she is participating in The Bear Creek School's 2020 Language Immersion Trip to France and Spain.

General Liability Release and Waiver of Claims. In consideration for permitting my/our child to participate in The Bear Creek School's 2020 Language Immersion Trip to France and Spain in light of the above known and unknown risks, we hereby waive and release The Bear Creek School, together with its past, present, and future administrators, trustees, volunteers, employees, and other agents or representatives, from any and all liability, claims, or damages (including claims for costs and attorneys' fees) arising out of or in any way connected to my/our child's participation in The Bear Creek School's 2020 Language Immersion Trip to France and Spain, even if caused solely by the negligence (other than the gross negligence) of The Bear Creek School, its employees, volunteers, or other agents or representatives. This waiver and release expressly does not apply to acts of gross negligence by The Bear Creek School, its employees or agents.

Indemnification. I/We personally agree to indemnify The Bear Creek School and/or any of its past, present, and future administrators, trustees, volunteers, employees, and other agents or representatives from and against any claims that may be brought against The Bear Creek School on behalf of my/our child or from and against any claims brought against The Bear Creek School and/or any of its past, present, and future administrators, trustees, volunteers, employees, and other agents or representatives based on an allegation that my/our child has caused injury to any person or property in the course of or related to The Bear Creek School's 2020 Language Immersion Trip to France and Spain. I/We further agree to defend, indemnify, and hold harmless The Bear Creek School, its past, present, and future administrators, trustees, volunteers, employees, and other agents or representatives, against all liability, claims or damages arising out of The Bear Creek School's 2020 Language Immersion Trip to France and Spain, including any claims made by others for personal injury or property damage allegedly caused by my/our child, or any claims made on behalf of our child in light of his/her status as a minor, arising in the course of or related to The Bear Creek School's 2020 Language Immersion Trip to France and Spain.

I/We further agree that The Bear Creek School does not assume any responsibility for loss of my/our child's passport, airline tickets, or other travel documents, or loss or damage to the above-named student's luggage or personal belongings, including but not limited to, medications.

I/We attest that my/our child is in good health and has no medical condition, including allergies that would prevent or hinder his/her participation in The Bear Creek School's 2020 Language Immersion Trip to France and Spain.

This agreement contains the entire agreement between the parties regarding release of liability, hold harmless, indemnification, and waiver or release of all claims, and supersedes any prior Agreement between the parties, whether oral or written, on the subject of liability, indemnification, hold harmless, and waiver or release of claims. Any amendment or change to the Agreement must be made in writing and signed by both parties.

I/We have had the opportunity, if we chose to use it, to review this Consent, Release and Waiver of Liability, and Indemnification Agreement with legal counsel and have been encouraged by The Bear Creek School to do so.

This Agreement shall be binding upon me/us and my/our child's heirs, representatives, successors, and assigns, effective as of the date indicated below.

I/WE UNDERSTAND THAT OUR SIGNING OF THIS **CONSENT, RELEASE AND WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT** IS A REQUIREMENT FOR MY OUR CHILD'S PARTICIPATION IN THE BEAR CREEK SCHOOL'S 2020 LANGUAGE IMMERSION TRIP TO FRANCE AND SPAIN. IN CONSIDERATION FOR OUR SIGNING OF THIS AGREEMENT, AND ASSUMING THAT WE OTHERWISE MEET ALL REQUIREMENTS FOR MY/OUR CHILD'S PARTICIPATION IN THE LANGUAGE IMMERSION TRIP, THE BEAR CREEK SCHOOL WILL PERMIT MY/OUR CHILD TO PARTICIPATE IN THE LANGUAGE IMMERSION TRIP.

I/WE HAVE READ AND UNDERSTOOD THIS **CONSENT, RELEASE AND WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT** BEFORE SIGNING IT. (BOTH PARENTS MUST SIGN UNLESS OTHERWISE APPROVED BY THE BEAR CREEK SCHOOL. STUDENT MUST ALSO SIGN IF 18 YEARS OF AGE OR OLDER.)

Student Name: _____

Signature of Parent: _____ Date: _____

Signature of Parent: _____ Date: _____

I am 18 years of age or older, I have reviewed this Consent, Release and Waiver of Liability, and Indemnification Agreement carefully, and have sought the advice of my parents or guardians or legal counsel prior to signing it. I accept and agree to be bound by all of its terms, including without limitation, those related to assumption of risk, waiver and release of liability, and indemnification.

Signature of Student: _____ Date: _____

AUTHORIZATION AND CONSENT FOR MEDICAL SERVICES

I/We hereby give my/our consent and authorization for representatives of The Bear Creek School who are accompanying the students on The Bear Creek School's 2020 Language Immersion Trip to France and Spain to obtain medical services for my/our child if he/she becomes, or appears to have become, ill or injured or otherwise in apparent need of medical attention during the course of the Language Immersion Trip.

Signature of Parent: _____ Date: _____

Signature of Parent: _____ Date: _____

I am 18 years of age or older and, by signing this Authorization and Consent for Medical Services, I accept and agree to authorize and consent to the obtaining of medical services for me according to its terms:

Signature of Student: _____ Date: _____