



**ACADEMY OF OUR LADY OF PEACE**  
**Pilot Summer Academy**  
University of San Diego Field Trip: July 10, 2024



**Assumption of Risk, Waiver, and Release from Liability**

*Please read carefully before agreeing to the following acknowledgement, waiver, and release from liability for the **University of San Diego (USD) Field Trip** in partnership with **Pilot Summer Academy** on **July 10, 2024**.*

Campers participating in **Pilot Summer Academy** will be leaving from the Academy of Our Lady of Peace campus at 4860 Oregon Street, San Diego, CA 92116, on chartered buses, after check-in around 9:00 am, and returning to the same site prior to pick-up at 3:30 pm.

**Assumption of the Risk.** The electronically signed parent/guardian assumes all risks which are foreseeable and involved with or may arise out of his/her daughter's voluntary participation in the USD Field Trip, or his/her daughter's voluntary participation. Assumption of Risk, Waiver, and Release from Liability, including, but not limited to, the negligent and or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises, a defect in the vehicles used for transport, or the unavailability of emergency care. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of the Academy of Our Lady of Peace.

**Release.** The electronically signed parent/guardian releases the Academy of Our Lady of Peace and all of its officers, trustees, employees and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in the USD Field Trip including, but not limited to bus travel, walking from the bus to USD Field Trip walking to and from the buses, around the campus, the athletic fields, and surrounding area, including those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.

**Waiver.** The electronically signed parent/guardian waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.

**Indemnity and Defend.** The electronically signed parent/guardian agrees to indemnify and defend the Academy of Our Lady of Peace, and all of its officers, trustees, employees and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, injury or death that may result to the undersigned, the undersigned's child, or anyone else.

**Representatives.** The electronically signed parent/guardian enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

**Insurance.** The undersigned understands that the Academy of Our Lady of Peace does not carry insurance to cover any possible losses the undersigned and/or the undersigned's child may incur as a result of his or her voluntary participation in the USD Field Trip or his or her child's voluntary participation in the USD Field Trip.

**Medical Care.** I understand and agree that the Academy of Our Lady of Peace may not be able to provide emergency medical personnel at all events, and/or a doctor of medicine or dentistry or associated personnel to

provide me (or my child) with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I also agree to save and hold harmless and indemnify the Academy of Our Lady of Peace from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon the undersigned, or the undersigned's child because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the released parties.

The protections provided by this Assumption of Risk, Waiver, and Release from Liability only enhance those protections already provided by the laws of California.

**Acknowledgement.** The electronically signed parent/guardian has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily. Moreover, the electronically signed parent/guardian understands that his/her daughter's participation in the USD Field Trip on July 10, 2024 is voluntary.