

Purchase Requisition # R94544

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OCT 17 2016

BUDGET & FISCAL SERVICES  
MT. DIABLO UNIFIED SCHOOL DISTRICT ASST SUPERINTENDENT  
1936 Carlotta Drive  
Concord, CA 94519

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 30 day of August 2016, by and between the Mt. Diablo Unified School District (hereinafter "District") and University Corporation/Camp SEA Lab at Monterey Bay (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 12,660.00 for Services 192 - 0343 - 10 - 5895 \$ 12,660.00

The basis of the fee for Services shall be as follow \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_

a. \$ \_\_\_\_\_ per hour, \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_  
b. \$ \_\_\_\_\_ per day, or  
c. \$ \_\_\_\_\_ per engagement.

BUDGET CODE(S)

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 8/30/2016. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit \_\_\_\_ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**INSURANCE REQUIREMENTS**

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: \_\_\_\_\_

Other: \_\_\_\_\_

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Attn: Superintendent

CONTRACTOR

Name: University Corporation at Monterey Bay /  
Camp SEA Lab  
 Attn: Chris Gibson / Laura Lee Link  
 Address: 100 Campus Center Building #42  
Seaside, CA 93955  
 Phone: 831-582-3681  
 Fax: 831-582-3691  
 Tax ID #: 77-0387459

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

University Corporation at Monterey Bay/Camp SEA Lab  
Name of Company/Organization or Independent Contractor/Consultant

By: Nancy Klinkner 9/6/16  
Signature of Principal/Budget Administrator Date

By: Laura Lee Lieng 9/15/2016  
Signature of Contractor/Consultant Date

Title: Nancy Klinkner Principal  
Print Name and Title

Title: Laura Lee Lieng, Primary Investigator  
Print Name and Title  
*per Camp SEA Lab*

Authorized and Approved by:

Cheri Holleran 11/1/16  
Superintendent or Designee Date

Maria A.Y. Garcia  
6 Oct 2016  
Maria A.Y. Garcia  
Director of Operations  
University Corporation at Monterey Bay

**Prior to commencement of service, sign and forward completed original contract to Fiscal Services.**

Michaela Bradley 9-6-16  
Originator's Signature Date  
Michaela Bradley 5th Teacher Coordinator  
Print Name of Originator and Title

\_\_\_\_\_  
Site/Department Originating this Contract

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Distribution  
original: Fiscal Services for payment  
copy: Contractor  
copy: Originator/Budget Administrator

## EXHIBIT A

### LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE  
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE

University Corporation (Camp SEA Lab) will provide: *for Westwood Elementary*

3 days of program, 2 nights of lodging, 6 meals (dinner day 1, through lunch on day 3)

Naturalist Instructors / *4 Kayak instructors*

Coordination of all site logistics and programmatic implementation.

Supplies for all activities: includes student journals

This is a unique and innovative experience that will enable your students to get their hands and feet wet as they experience the wonders of the marine environment.

#### Oceanography-Conservation

self esteem-team building

squid dissection, plankton study and ocean currents

Science hands on laboratory

2 - 5th Grade teachers

6 - Volunteers

60 - 5th Grade Students

2 - Interpreters

September 9, 2016	Holding fee	\$250.00 *200.00 Pl. 9/5/16
<del>December</del> November 10, 2016	30% Deposit - Holding fee	\$3,548.00 * 3,598.00
February 20, 2017	Balance due	\$8,492.00

## EXHIBIT B

### *Contractor REQUIRED to Complete*

## CRIMINAL BACKGROUND CHECK CERTIFICATION

**Mt. Diablo Unified School District**  
**Consultant/Independent Contractor Agreement - Criminal Background Check**

Name of Independent Consultant/Contractor:	University Corporation at Monterey Bay / Camp SEA Lab
Services to be performed under the Agreement:	See Exhibit A, page 5
Schools/Locations where services will be performed:	Camp St. Francis 2320 Summer Ave. Aptos, CA 95003
Total amount to be paid by the District under this Agreement:	\$ 12,660.00
Term of Agreement:	March 20 - 22, 2017
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>	
1	<input type="checkbox"/> I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees <del>have been</del> fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed): <i>* employees will be fingerprinted prior to commencement of program.</i>
2B	<input checked="" type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

<p><i>Laura Lee Lienk</i> 9/15/16                  _____                  Independent Contractor/Consultant Signature</p>	<p><i>Chris Halleran</i> 11/1/16                  _____                  Superintendent or Designee's Signature</p>
<p><i>Laura Lee Lienk</i> 9/15/16                  _____                  Print Name Date                  Independent Contractor/Consultant</p>	<p><i>Chris Halleran</i>                  _____                  Print Name Date                  Superintendent or Designee's Signature</p>

*Maria A. Garcia* 6 Oct 2016  
 \_\_\_\_\_  
 Maria A. Garcia  
 Director of Operations  
 University Corporation at Monterey Bay

6 of 6



Remit payment to: (use full name please)  
 University Corporation / Camp SEA Lab  
 100 Campus Center Bldg.42, Seaside, CA 93955  
 T (831)582-3681 F (831)582-3691  
 campsealab@csumb.edu www.campsealab.org  
 Invoice # 16-011

**PROGRAM INVOICE –revised 10/19/16**

**Westwood Elementary School**  
 1748 West Street  
 Concord, CA 94521  
 Grade level of students: 5th  
 Program Dates: March 20-22, 2017

**Contacts: Michaela Bradley**  
 Position: Teacher  
 Email: bradley@mducsd.org  
 Lead Teacher: Michaela Bradley  
 Location: Camp St Francis

Contracted	Estimated #	Tuition/costs	Total
Students	60	\$195.00	\$11,700.00
Chaperone 1:10	6	\$110.00	\$660.00
Teacher 1:30	2	\$0.00	\$0.00
Extra Adults		\$195.00	\$0.00
Kayak fee	4	\$75.00	\$300.00
<b>Total</b>			<b>\$12,660.00</b>
<b>Payments Due</b>			
Due September 9, 2016	paid	Holding Fee	\$200.00
Due December 10, 2016		30% Deposit – Holding Fee	\$3,598.00
Credit from Spring 2016			\$370.00
Due February 20, 2017		Balance	\$8,492.00

Final Payment	Final #	Tuition/costs	Total
Students		\$195.00	\$0.00
		<b>Guaranteed Student Cost*</b>	<b>\$9,945.00</b>
Chaperone 1:10		\$110.00	\$0.00
Teacher 1:30		\$0.00	\$0.00
Extra Adults		\$195.00	\$0.00
Kayak fee		\$75.00	\$0.00
<b>Final Total</b>			<b>\$0.00</b>
<b>Payments Recorded</b>			
Holding Fee	9/15/16	check #1079	\$200.00
Deposit paid		check #	
Payments		check #	
Late Penalty		\$50.00/week	
Due		<b>Final Payment**</b>	

\*The Guaranteed Student Cost is 85% of the total maximum student cost.

\*\*Final payment includes the actual student cost or the guaranteed student cost, whichever has the higher value.

**Cancellation policy:**

If your school needs to cancel your reservation prior to **February 20, 2017** (4 weeks prior), your deposit will not be refunded, unless the dates can be filled by another group of equal or greater number. In that case a fee of \$250.00 will be retained to cover administrative costs.

If your school needs to cancel after **February 20, 2017**, no refunds will be offered.

If program activities are canceled due to weather or other unforeseen occurrences beyond our control, no refund of those activity costs will be provided.

**Change in student costs from what is stated on the service agreement:**

Increase in number of students: will result in a post-program invoice.

Decrease in number of students *within* the guaranteed student cost: will be charged for the total number of students that arrive on site during the program. Any over payment will be retained as credit toward a future program.

Decrease in number of students that fall *below* the guaranteed student cost: will be charged the guaranteed student cost.

Participants sent home due to disciplinary procedures or illness: will not result in a credit or refund.

<b>CERTIFICATE OF COVERAGE</b>		DATE (MM/DD/YYYY) 10/20/2016
<b>PRODUCER</b>  Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco CA 94111	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.  THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  <b>IMPORTANT:</b> IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).  <b>IMPORTANT:</b> IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).	
<b>NAMED COVERED PARTY</b>  University Corporation at Monterey Bay 100 Campus Center Seaside CA 93955-8001	<b>PROGRAM AFFORDING COVERAGE</b>  A: CSURMA AORMA B: AORMA WC/Safety National Cas. C:	

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AORMA-1617-01	7/1/2016	7/1/2017	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$5,000
	<input checked="" type="checkbox"/> Prof Liability				PERSONAL & ADV INJURY	\$5,000,000
	<input checked="" type="checkbox"/> Contractual Liab				GENERAL AGGREGATE	\$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$5,000,000
A	AUTOMOBILE LIABILITY	AORMA-1617-01	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	AORMA-WC-1617	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$5,000,000	
	E.L. DISEASE -EA EMPLOYEE				\$5,000,000	
	E.L. DISEASE -POLICY LIMIT				\$5,000,000	
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.  
Mt. Diablo Unified School District, its officers, officials, employees, and volunteers are named as additional covered parties as respects the use of facilities

<b>CERTIFICATE HOLDER</b>  Mt. Diablo Unified School District Attn: Superintendent 1936 Carlotta Drive Concord CA 94519	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mimi Song</i>
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MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000  
FAX (925) 680-2505

OFFICE OF  
GENERAL COUNSEL

### Liability Release And Express Assumption of the Risk

In consideration of the Mt. Diablo Unified School District ("District"), its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge the District, on behalf of the minor(s) listed below, their heirs, assigns, personal representative(s) and estate as follows:

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in instructional activities, tours, rentals, and trips associated with activities of the District. Some risks are inherent in kayaking, canoeing, and stand-up paddle boarding, even in still water; other risks are posed by the forces of the currents, swells, and waves in Elkhorn Slough, the ocean, lakes or rivers; other risks are inherent in outdoor activities, wilderness travel, or water sports generally. The risks of water activities include, but are not limited to: slipping and falling; drowning; cold shock; hypothermia; being stuck with kayaks, boards, paddles and/or oars; and/or shoulder, arm or hand injuries. Participants may also encounter risks, including, but not limited to: wild animals, weather conditions, and/or other participants. Additional risks may arise from conditions, situations, or activities of which I am presently unaware. All water activities are dangerous activities. Further, dangers may present themselves during the rental time, class, tour or trip, including risks posed by travel to or from such activity.

**I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of the District. \_\_\_\_\_ (initial here)**

**I expressly agree and understand that water activities may require participant(s) to have and use the ability to swim independently with, or without, a personal flotation device, I represent and warrant that all participant(s) listed on this form are capable of swimming with or without a personal flotation device. \_\_\_\_ (initial here)**

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the District from any and all claims, demands, or causes of action, which are in any way connected with the participation in these activities or use of equipment, instruction, tours or trips, including any such claims which I have or may have that allege ordinary negligent acts or omissions of the District. I understand that this release includes all claims against the District arising from its ordinary negligence, but does not include claims arising from the District's alleged gross negligence. Should the District or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I certify that the participant(s) has no medical or physical condition which could interfere with their safety while participating in these activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition. I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in water activities, and I certify that the participant(s) possesses these skills. I certify that the participant(s) will wear a properly fastened personal flotation device at all times while in the water, and to use such other safety equipment as may be provided to the participant. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of the District.

Minor's Full Name(s)

\_\_\_\_\_  
Signature of Parent Waiving Rights of Minor(s)

\_\_\_\_\_

\_\_\_\_\_  
Signature of Parent Waiving Rights as Chaperone

\_\_\_\_\_