



Student Life & Leadership

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

STUDENT PARTICIPATION FORM FOR FIELD TRIP, ALTERNATE CLASS SITE, STUDENT ORGANIZATIONS AND OFF-CAMPUS ACTIVITY OR PROJECT

Cuesta College Rodeo Club 24-25AY

I, _____, understand that my participation in _____ is subject to all of the following conditions, agreements, and understandings. By signing these documents, I understand that I am (1) agreeing to all of the following conditions and agreements; and (2) have the following understandings.

Pursuant to the California Code of Regulations, Subchapter 5, Section 55220, and Board Policy 4300 (AP4300), by participating in the field trip(s)/excursions(s), alternate class site, student organizations and off-campus activity or project (hereinafter collectively referred to as "Activity"), **I am deemed by law to have waived any and all claims, whether direct or indirect, against the San Luis Obispo County Community College District** and its trustees, officers, directors, employees, faculty/staff, volunteers and independent contractors for injury, accident, illness, or death occurring during or by reason of the field trip/excursion.

I have no medical condition(s), which may jeopardize the health and safety of others or my own.

Furthermore, I commit to disclose, in writing, to the San Luis Obispo County Community College District information of any medical, physical, or health condition(s) that may affect or jeopardize others or myself during my participation in a field trip/excursion. I am voluntarily participating in the Activity. **I am aware of the risks associated with traveling to/from and participating in the Activity**, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may rise from my own or other's actions, inaction, or negligence; conditions related to travel; or condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.

I acknowledge that I have been advised regarding the Cuesta College Student Conduct Code (Board Policy 5500) and agree to abide by that Code while participating in the field trip/excursion. Further, I agree and pledge that I will comply with all regulations and directions given me by faculty/staff while participating in the program, including District officials, volunteers and employees of the host organizations, and all other officials acting within their official capacities. I agree that I will comply with all applicable laws of the jurisdictions in which I travel and will not engage in any conduct or behavior that causes potential harm to others, or that or myself is disruptive to the trip, the sponsoring organization, the District, or the organization hosting our stay.

I understand and agree that the sponsoring organization and the District shall have the right to enforce appropriate standards of conduct, and that they may at any time terminate my participation in the Activity for failure to maintain these standards. This standard includes remaining abstinent from alcohol, marijuana and illicit drugs for the duration of the Activity. If my participation is terminated, I understand that I will be sent back to San Luis Obispo, California at my own expense and with no refund of any fees or costs.

Unless specifically advised otherwise, I hereby acknowledge and understand that the college is **not** providing transportation, and it is my responsibility to arrange for my own transportation to and from the Activity site. If the District is providing transportation, but I choose to not use the District's transportation, I take responsibility to arrange for my own transportation to and from the Activity site.

Additionally, if I am arranging for my own transportation, I fully understand that:

- The driver of the vehicle in which I am riding, as either driver or passenger, is not driving on behalf or as an agent of the San Luis Obispo County Community College District; the District has not verified the driving record of the driver, or the condition of the vehicle.
- The college is in no way responsible, nor does the District assume liability, for any injury or loss, whether direct or indirect, which may result from my transportation;
- Although the District may assist in coordinating the transportation and/or recommend travel time, routes, carpooling, or caravanning, recommendation(s) or travel assistance provided is not mandatory and I am participating with full knowledge of the limitations on the District's liability and I personally assume of all risks inherent with my participation in the Activity;
- Class/field trips will begin and be dismissed at the Activity site.

The undersigned agrees to defend, indemnify and hold harmless the San Luis Obispo County Community College District (Cuesta College), its Board of Trustees, officers, agents and employees, individually and collectively, from any and all costs, losses, claims, demands, suits, action, payments and judgments, including legal costs and attorney fees arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's participation in this Activity, including travel to, from and during the Activity.

I understand the legal consequences of signing this document, including (a) releasing the District from all liability, (b) promising not to sue the District, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

I have read and declare that I understand all provisions herein:

Name (Print): _____

Student ID#: _____

Signature: _____

Date: _____

In the event of accident or illness, please notify the following parties:

Name _____

Phone _____

Relationship _____

If the student is a minor under the age of 18, parent or guardian's *prior* approval is mandatory:

Name of parent/guardian: _____

Signature: _____

Date: _____



**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY/HOLD HARMLESS**

ACTIVITY:	Cuesta College Rodeo Club 24-25AY
FACILITY	_____

1. **Participant Assumption of Risk.** By executing this Release, Waiver of Liability, Assumption of Risk and Indemnity/Hold Harmless ("Release"), the undersigned ("Participant") acknowledges: (i) she/he is voluntarily participating in the Activity and use of the above-described Facility during the Activity; and (ii) the inherent risks involved in participating in the Activity and use of the above-described Facility, which includes without limitation, bodily injury, illness, disease or death. **THE PARTICIPANT ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITY AND/OR USE OF THE FACILITY.**
2. **Participant Release of Released Parties.** The Participant releases and agrees not to assert any claim in any forum or in any jurisdiction against the Released Parties (as hereafter defined) for: (i) personal injury or death; (ii) sickness or illness; (iii) loss, theft, damage or destruction of personal property; or (iv) any other loss or damages which arise out of in any manner participation in the Activity or use of the Facility.
3. **Participant Indemnity of Indemnified Parties.** The Participant agrees to defend, indemnify and hold harmless the Indemnified Parties from and against and all liabilities, lawsuits, actions, causes of action, claims, losses, judgments, or demands, including reasonable attorneys' fees and costs, that arise out of the Participant's use of the Facility or participation in the Activity.
4. **Released Parties and Indemnified Parties.** The Released Parties and the Indemnified Parties are: the San Luis Obispo County Community College District ("District"), the District's Board of Trustees, individual members thereof and the employees, officers, agents and representatives of the District.
5. **Acknowledgement.** I HAVE READ THIS RELEASE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY WITHOUT COERCION OR DURESS AND WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE OF THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED BY LAW IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY AND/OR USE OF THE FACILITY DURING THE ACTIVITY.
6. **Minor Participant.** If the Participant is a minor under the age of eighteen ("Minor Participant") this Release and the Authorization for Emergency Medical Treatment – Minors must be executed by a parent or legal guardian of the Minor Participant. The parent or legal guardian executing this Release on behalf of a Minor Participant acknowledges and agrees to the following:

I am the parent or legal guardian of the Minor Participant. I have read this Release and I am signing it freely and voluntarily without coercion or duress and without any inducement, assurance or guarantee being made to myself or the Minor Participant. I understand the legal consequences of signing this Release, including (i) releasing the District from all liability, (ii) waiving my rights and the Minor Participant's rights to sue the District, (iii) and assuming all risks of the Minor Participant use of the Facility and/or participation in the Activity. I permit, allow and consent to the Minor Participant's participation in Activity and use of the Facility during the Activity. I understand that I am responsible for the obligations and acts of the Minor Participant as described in this Release. I agree to be bound by the terms of this Release and I agree that the Minor Participant is bound to the terms of this Release.
7. **Binding Effect.** This Release shall be effective upon signature and shall survive the completion of the above-described Activity. If any term, condition or covenant of this Release is deemed unenforceable by a Court of competent jurisdiction, such term, condition or covenant shall be deemed deleted herefrom, but all other terms, conditions and covenants of this Release shall remain unaffected and unmodified.

If the Participant is over the age of eighteen (18), sign below:

Participant Signature

Participant Name (Printed or Typed)

Date

If the User is under the age of eighteen (Minor Participant), the parent or legal guardian of the Minor Participant must sign below:

Minor Participant Name

Parent or Legal Guardian Signature

Name of Parent or Legal Guardian (Printed or Typed)

Date



**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
 AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT – MINORS
 (For Use With Waiver of Liability, Assumption of Risk and Indemnity/Hold Harmless)**

ACTIVITY:	<u>Cuesta College Rodeo Club 24-25AY</u>
FACILITY	_____

This Authorization for Emergency Medical Treatment – Minors is in connection with the participation in the Activity at the facility of the San Luis Obispo County Community College District by a person under the age of eighteen (18) (“Minor Participant”).

1. Minor Participant:

Name: _____
 (Last Name) (First Name) (Middle Name Initial)

Birth Date: _____
 (Month) (Day) (Year)

Student ID No. _____

Health Insurance Carrier Name and Policy Number: _____

Emergency Contact Telephone Numbers (mobile/cell phone preferred)

<u>Contact No. 1</u> (____) _____	<u>Contact No. 2</u> (____) _____
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Relationship to Minor Participant: _____	Relationship to Minor Participant: _____
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2. Parent/Legal Guardian of Minor Participant:

Name: _____
 (Last Name) (First Name) (Middle Name Initial)

Parent/Legal Guardian Contact Telephone Number (mobile/cell phone preferred):
 (____) _____

3. Parent/Legal Guardian Certification. I am the parent or legal guardian of the Minor Participant. I have authorized the Minor Participant to participate in the Activity at the Facility by executing on behalf of myself and the Minor Participant the Release, Waiver of Liability, Assumption of Risk and Indemnity/Hold Harmless for participation of the Minor Participant in the Activity.
4. Parent/Legal Guardian Authorization. If the Minor Participant sustains an injury or illness reasonably requiring immediate medical attention, I authorize San Luis Obispo County Community College District and its employees, officers and/or agents (collectively “District”) obtain emergency medical treatment for the Minor Participant. I understand that such emergency medical treatment may include, but not be limited to, medical or dental treatment, including x-rays, examination, anesthetic, the administration of medication, medical or surgical diagnosis or treatment and/or hospital care for such injury or illness. I understand any emergency medical services will be obtained by the District from third parties. I understand that I am responsible for charges, fees, expenses or other costs arising out of related to emergency medical treatment provide to the Minor Participant. I agree to indemnify the District from claims for emergency medical treatment charges, fees, expenses or other costs.
5. Release. On behalf of myself as the parent/legal guardian of the Minor Participant and on behalf of the Minor Participant, we collectively release and agree not to assert any claim in any forum or in any jurisdiction against the District: (i) for obtaining or not obtaining emergency medical services for the Minor Participant; (ii) arising out of or related to the Minor Participant’s participation in the Activity; (iii) for any loss or damages which arise out of in any manner injury, sickness or illness sustained by the Minor by participation in the Activity; and (iv) for charges, fees, expenses or other costs arising out of related to emergency medical treatment obtained by the District for the Minor Participant.

 Parent or Legal Guardian Signature

 Name of Parent or Legal Guardian (Printed or Typed)

 Date

Personal Information

Full Name: _____
Last *First* *M.I.*

Home Address: _____
Street Address *Apartment/Unit #*

City *State* *ZIP Code*

Home Phone: _____ Alternate Phone: _____

Email _____

Parents Names: _____

Birth Date: _____ Major: _____

Career Plans: _____

Medical Information

Any Medical Conditions _____

Allergies to Medicines _____

Emergency Contact Information

Full Name: _____
Last *First* *M.I.*

Address: _____
Street Address *Apartment/Unit #*

City *State* *ZIP Code*

Primary Phone: _____ Alternate Phone: _____

Relationship: _____

Cuesta Student ID # _____

AP 5500 Standards of Student Conduct

References: Education Code Sections 66300 and 66301;
ACCJC Accreditation Standards I.C.8 and 10

Students who engage in any of the below are subject to the procedures outlined in AP 5520 Student Discipline Procedures.

Definitions: The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension or expulsion of a student, except for conduct that constitutes sexual harassment under Title IX, which shall be addressed under AP 3433 Prohibition of Sexual Harassment under Title IX, and AP 3434 Responding to Harassment Based on Sex under Title IX.

1. Failure to comply with directions of District officials acting in the performance of their duties; disrupting, obstructing, or interfering with instructional, administrative, disciplinary, or other functions or activities of the District.
2. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
3. Unauthorized use of a personal electronic device in an instructional or testing environment. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.
4. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife, or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the college Superintendent/President.
5. Unlawful possession, use, sale, offer to sell or purchase, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.
6. Committing or attempting to commit robbery or extortion.
7. Causing or attempting to cause damage to District property or to private property on campus.
8. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
9. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the college or the District.
10. Sexual assault or sexual exploitation regardless of the victim's affiliation with the District.

11. Committing sexual harassment as defined by law or by District policies and procedures.
12. Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law.
13. Engaging in intimidating conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying.
14. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of, or persistent abuse of, District personnel.
15. Willful misconduct which results in injury or death to a student or to college personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
16. Lewd, indecent, or obscene conduct on District-owned or controlled property or at District-sponsored or supervised functions.
17. Engaging in expression which is obscene; libelous, or slanderous, or which so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.
18. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
19. Unauthorized entry upon or use of District facilities.
20. Violation of Board policies, administrative procedures, or regulations. Including violation of parking rules and traffic regulations on District property.
21. Any act which is defined as a felony, misdemeanor or infraction under the laws of the State of California.

See Board Policy BP 5500 Standards of Student Conduct

Approved: 01/26/2024

Reviewed: 10/10/2023

Revised:

I have read, understand and agree to abide by this Administrative Procedure.

BP 5500 Standards of Student Conduct

References: Education Code Sections 66300, 66301, and 76120;
 Accreditation Standard I.C.8 and 10

The Board of Trustees shall establish rules and regulations for student conduct while on campus and/or engaged in any college-sponsored activity. The Superintendent/President shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension or expulsion of a student. The Board shall consider any recommendation from the Superintendent/President for expulsion. The Board shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board on the expulsion shall be taken at a public meeting.

The procedures shall be made widely available to students through the college catalog and other means.

Students at any District facility, event, or in any District provided service whether remotely or in person or affiliated official capacity are expected to obey all California State laws and all Federal laws which pertain to behavior on a college campus. AP 5500 Standards of Student Conduct represent reasonable standards of conduct for students and shall be followed at all times while on District property, online, or attending District affiliated activities.

Conduct addressed in AP 5500 Standards of Student Conduct shall constitute good cause for discipline, including but not limited to the removal, suspension, or expulsion of a student, except for conduct that constitutes sexual harassment under Title IX, which shall be addressed under BP 3433 Prohibition of Sexual Harassment under Title IX.

See Administrative Procedure AP 5500 Standards of Student Conduct

Approved: 06/09/1976

Reviewed: 10/10/2023

Revised: 10/06/1993; 06/05/2002, 06/02/2010, 04/02/2014, 01/06/2016, 04/03/2024

I have read, understand and agree to abide by this Board Policy.



CAL POLY

WAIVER OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity: _____

Activity Date(s) and Time(s): _____

Activity Location(s): _____

In consideration for being allowed to participate in the above-referenced Activity, on behalf of myself and my next of kin, heirs, representatives, and assigns, I hereby release, waive, and discharge from all liability and promise not to sue the State of California, the Trustees of The California State University, California State University, California Polytechnic State University San Luis Obispo, the Cal Poly Corporation, and their employees, officers, directors, volunteers and agents (collectively the "University") from any and all liabilities or claims, including claims of the University's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, property loss, or economic or emotional loss I may suffer because of my participation in the Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity.

I agree to indemnify and hold the University harmless from any and all claims, actions, suits, costs, expenses, and liabilities, including attorney's fees or damage to my property, that arise out of my participation in the Activity, including any associated use of University facilities or premises and any travel to, from and/or during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in the Activity, including travel to, from and during the Activity.



CAL POLY

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

In the event that any foreign language translation of this document has been attached hereto by the University, the English language version of this document shall be the authoritative version. The English language version shall be controlling in all respects and shall prevail in case of any inconsistency with the translated version.

I have read this document in its entirety, fully understand its terms, and acknowledge that I am signing it freely and voluntarily. No other representations concerning the legal effect of this document have been made to me.

Participant Signature: _____

Participant Name (print): _____ Date: _____

If the Participant is under 18 years old:

I, the parent/legal guardian of the Participant identified above hereby agree to all of the above on behalf of the Participant.

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ Date: _____