



DOMESTIC OVERNIGHT TRIP AGREEMENT

For Travel within the 50 US States with Overnight Stays

School Name: Deer Creek Middle School

School Year: 23-24

This permission document is for the review and signature of the parent or legal guardian of the Student named below and who has the authority to make decisions for this Student and grant the permissions and releases in this document (referred to as "Parent/Guardian").

I. STUDENT INFORMATION

Student Name	
Grade	
Homeroom Teacher/Adviser	SUDANO
<small>(School may ask for additional identifying info here)</small> _____	

II. PARENT/ LEGAL GUARDIAN INFORMATION

Name of the Parent/Guardian who is completing this Agreement *(print)*:

If the School needs to contact the Parent/Guardian or Student's other contacts, the School will use the contact information that appears for this Student in the **Infinite Campus Parent Portal**:

https://campus.jeffco.k12.co.us/campus/portal/parents/Jeffco_IC.jsp

PLEASE KEEP STUDENT PORTAL INFO UPDATED.

III. THE TRIP

The School is sponsoring the following overnight trip within the United States (the "Trip"):

Destination: Grand Junction, Glenwood Springs

Begin Date: 4/18/24

Return Date: 4/19/24

Transportation:

- ☐ Airline: _____
- ☐ Charter Bus: Ace Express Charter
- ☐ Long Distance Bus (i.e. Greyhound): _____
- ☐ Ship: _____
- ☐ Train: _____
- ☐ District van or bus
- ☐ Other: _____

Leave Time and Location: 7:00am DCMS

Returning Time and Location: 4:30pm DCMS

Cost: \$255.

When and how payable: Checks to Deer Creek Music Boosters, Due March 29th

- ❖ The School may provide additional itineraries, travel plans, and packing lists.
- ❖ The Trip takes place during regular school hours and also extends overnight.

- ❖ The School is conducting the Trip in accordance with District policies, including without limitation, *EEAEC-R Student Conduct on School Buses*, *EEAFA-R Extracurricular Activity/Buses/Field Trips – Special Events Transportation*, and *EEA-R Student Transportation Services*.

IV. EMERGENCY CARE

It is the responsibility of the Student's family and Parent/Guardian to ensure that the Student has health and insurance coverage. The School may provide limited accident coverage for each day of the Trip. For questions about any such accident coverage, inquire with the School financial secretary.

During the Trip, the Student may experience injury or other medical emergency. The Student might require medical attention or might be sent to a hospital or urgent care facility. If this were to occur, the District will attempt to notify the Parent/Guardian or emergency contact persons on file in the **Infinite Campus Parent Portal**.

- ***NOTE TO PARENT/GUARDIAN: If the Student has an IEP, 504 Plan, or Health Plan, and you have concerns or comments, please reach out to the School Principal and the School or District Nurse!***

I, _____ (print the name of the Parent/Guardian) have authority to make medical, health, and emergency care decisions with respect to the Student. I consent to the medical or surgical care or treatment considered necessary to aid and protect the Student, if the Student experiences a medical, dental, trauma, or surgical emergency. As long as the medical or surgical treatment considered necessary in the situation is in accordance with generally accepted standards of medical practice for the particular type of injury or illness involved, I impose no specific prohibitions regarding treatment **UNLESS STATED HERE** (if none, leave blank).

Parent/Guardian Signature _____ Date: _____

V. PERMISSIONS, RELEASES, AND ASSUMPTION OF RISK

By signing below, I, the Student's Parent/Guardian, agree, represent, and state as follows:

1. I am the parent or legal guardian of the Student, and I am authorized to grant these agreements, permissions, and releases.
2. I give my express permission for the Student to participate in and go on the Trip described above.
3. The Student's participation is voluntary. If the Student does not go on the Trip, the School is making alternative class room instruction or activities available.
4. I am responsible for paying all costs and expenses of the Trip. I will reimburse the District for any costs and expenses that the District incurs or pays on my and the Student's behalf in connection with the Trip.
5. The District may change the itinerary or adjust costs to reflect changes in Trip-related circumstances.
6. The District may cancel the Trip due to insufficient participation or any other reason in the District's sole discretion. If this occurs, the District may refund moneys paid and not used. In the event the Trip is cancelled, changed, or ended early for reasons outside of the District's control, such as, without limitation, government advisories, changes in political circumstances in the destination US state, criminal or terrorist threats or activities, and other safety concerns, then the District, transportation providers, and others to whom I may have paid costs and expenses for the Trip may not be able to pay full refunds or any refunds at all.
7. In the event the Student needs to terminate the Trip early and return home for any reason, the District will notify me. I am responsible for the costs and expenses associated with and time required to bring the Student home in accordance with the District's requirements. I may need to pick up the Student from the Trip before the Trip's scheduled return, or may need to arrange for other persons to pick up the Student. Reasons for returning the Student home early include, without limitation, the following:

- a. The Student's failure to comply with District policy, abide by School rules for Student conduct, or follow the instructions of teacher or chaperone guides during the Trip (the Student may then also be subject to disciplinary action pursuant to District policy);
 - b. Failure to make timely payment of all fees and expenses; or
 - c. Illness, injury, or other emergency.
8. In the event of an emergency or injury affecting or involving the Student, and in the event the District is unable to contact any of the persons listed in the Jeffco Connect Student Portal. I authorize the District and any individual teacher, chaperone, or other District employee or agent to protect and assist the Student, using their best judgment for the situation, and following these policy guidelines: (1) caring for the Student; (2) notifying the Parent/Guardian and other persons as listed in the Jeffco Connect Student Portal; (3) if Parent/Guardians cannot be reached, notifying other emergency contacts as listed in Jeffco Connect; (4) getting the Student under professional medical care; (5) calling 911 or the equivalent for the US state in which the emergency occurs; and (6) complete an accident and incident report.
9. I understand that the Trip will take place away from the Student's home and away from the District's property and may involve, without limitation:
 - a. Transportation provided by common carriers (such as airplanes, rail, bus) or other providers that are not part of the District;
 - b. Overnight stays in hotels, motels, youth hostels, or other non-District facilities; and
 - c. Activities beyond the scope of traditional school functions.
10. I grant the District full authority to take whatever action they deem reasonably necessary to safeguard the health, safety, and well-being of the Student, which expressly includes but is not limited to, authorization to secure medical treatment for the Student, or return the Student to their home, if the District deems it necessary in their sole discretion.
11. I will inform the District of mental, physical, emotional, or behavioral issues or history of the Student that could affect their general welfare or that of the group going on the Trip.
12. I will contact the School principal and School or District nurse if my Student has an IEP, 504 Plan, or Health Plan and I have concerns or comments about those plans in connection with the Trip.
13. **Indemnification.** On behalf of the Student and myself, I indemnify and hold the District, the School, and all their successors, assigns, directors, officers, employees, members of the District's governing board, agents, attorneys, volunteers, and representatives the District (together, the "District and its Agents") harmless against any and all actions, causes of action, claims, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness, and liability whatsoever, known or unknown, suspected or unsuspected, past, present, or future arising from or in any manner related to the Trip or any damage, loss, injury or death arising from the Trip (together, the "Claims"), except where the District would otherwise be liable for such Claims.
14. **Assumption of Risk and Release.** I understand and acknowledge that the Student's participation potentially involves risks and obligations that are impossible to predict but which are beyond the scope of those normally associated with traditional school functions conducted on District property. These may include, but are not limited to, the risk of loss or damage to personal property, the risk of sickness, personal injury or death, and the obligation for payment of fees and costs associated with the Trip. The risks also involve the potential for actual or threatened terrorist acts. The risks also include that the trip may be canceled, changed, or terminated early. In such cases, fees and expenses may not be refunded.
 - a. On behalf of the Student and myself, I assume all risks associated in any way whatsoever with the Trip and release the District and its Agents from any liability for Claims, except where the District would otherwise be liable for such Claims. The scope of this release and assumption of risk includes, but is not limited to:
 - i. Any and all claims of whatever nature for any injury, loss or both caused by any vehicle or services, strikes, war, terrorist act or threat of terrorist act, weather, sickness, quarantine, government restrictions, advisories or regulations, or from any act or omission of any airline, railroad, bus transportation, sightseeing, hotel, foreign family, or any other service or transporting company, firm, individual or agency, or for any other cause whatsoever in connection with the Trip.

- ii. Any injury regardless of nature or cause, including those resulting in loss of life, to the Student, whether alone or in association with others.
 - iii. Any damage or injury regardless of nature or cause to property of mine or the Student's.
 - iv. Any financial or other obligations incurred by me or the Student during the Trip.
 - v. Any taking, publishing, or otherwise using photographs or films of me or the Student, either alone or with others, during the Trip as may be deemed acceptable by the District.
 - vi. Any taking, publishing, or otherwise using photographs or films of the Student during or in connection with the Trip, either alone or with others, as the District may deem acceptable.
- b. I understand that potential losses, damage, injury or death are not known and cannot be determined as of the date I am signing below. I intend that this release and assumption of risk apply to any and all such unknown damage, loss, injury, or death.
15. The Student and I have previously reviewed and agreed to, or are contemporaneously reviewing and agreeing to, the Code of Conduct as in effect for the current school year. The Student and I understand that the Student is required to at all times comply with the Code of Conduct while going on a Trip.
16. **No Waiver of Governmental Immunity.** The School and the District do not waive any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). On behalf of the Student and myself, I assume all risks associated with the Trip and release the School, the District, and their employees, teachers, volunteers, officers, members of the District Board of Education, and agents from any liability for any Claims, except where the District would otherwise be liable for such Claims.

Parent/Guardian's Signature: _____ Print Name: _____ Date of Signature: _____	I, the Student, have read the School's Code of Conduct and this Trip Agreement. I agree to abide by these expectations. Student's Signature: _____ Date of Signature: _____
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