

El Dorado County Office of Education
Charter Extended Day Program
PARTICIPATION AGREEMENT

Required for enrollment in the Extended Day Program

All Account Holders (parents/legal guardians) understand the nature of the El Dorado County Office of Education Charter Extended Day Program ("Released Parties") and all associated activities and consents for his/her child to participate. In consideration for the Student's ability to participate in the Extended Day Program, the Account Holders agree as follows:

1. I understand that only Account Holders may make changes to any Extended Day form and are responsible for all payments and charges, regardless of which Account Holder has agreed to this Participation Agreement.
2. I have provided current emergency medical information to Extended Day staff. I agree to provide updated medical information during the course of my student's participation in activities. If an injury or medical emergency occurs during activities, Extended Day or partnering agency staff have my express permission to administer urgent or emergency care, and to call 911 to attend to my child, and to transport him/her to a hospital if necessary. In such circumstances, I understand and accept that notice to the emergency contact of the injury or medical emergency may be delayed. All costs and expenses associated with such care are solely my responsibility.
3. My student shall comply with the instruction and directions of all Extended Day and partnering agency staff. Failure to comply may, in the discretion of the Extended Day staff, result in removal from further participation. Should the violation result in bodily injury or property damage during activities, I will (a) pay to restore or replace any property damaged as a result of the Student's violation, (b) pay any damages caused to bodily injury to an individual, and (c) defend, protect, and hold the "Released Parties" harmless from such property damage or bodily injury claims. I further understand and accept that it is a privilege, not a right, to participate, and the privilege can be revoked at any time, for any reason, so long as revocation does not violate Federal, State or District laws, policies, or procedures.
4. I understand that participation in any activity might result in injuries, including those that may be serious or life threatening. Injuries might arise from the actions or inactions of my student, another student, or another participant in the activities. Injuries might also arise from an actual or alleged failure to properly maintain, use, repair, or replace physical facilities or equipment. All such risks are deemed to be inherent to my student's participation in activities. By this agreement, I fully assume all such risks and, in consideration for the right of my student to participate in activities, understand and agree that to the fullest extent allowed by law, that I am waiving and releasing any potential future claim asserted against the "Released Parties" by, or on behalf of my student or any parent, administrator, executor, trustee, guardian, assignee, or family member. There is complete immunity pursuant to Education Code 35330.
5. If I believe that an unsafe condition or circumstance exists, or otherwise feel that continued participation in activities might present a risk of injury, I will immediately discontinue further participation and notify Extended Day staff.
6. This agreement shall be governed by the laws of the State of California. This Agreement is to be broadly construed to enforce the purposes and agreements set forth above, and shall not be construed against the "Released Parties" solely on the basis that this Agreement was drafted by the "Released Parties". If any part of this Agreement is deemed invalid or ineffective, all other provisions shall remain in force. No oral modification of this agreement, or alleged change or modification of its terms by subsequent conduct or oral statements, is allowed. This Agreement contains the sole and exclusive understanding of the parties, with no other representation relied upon by the Account Holder in determining whether to execute this Agreement or in agreeing to participate in Activities.

By agreeing, I understand that 1) I am giving up substantial actual or potential rights in order to allow the my student to participate in activities; 2) I have agreed without any inducement or assurance of any nature, and with full appreciation of the risks inherent in activities; 3) I have no question regarding the scope or intent of this agreement; 4) I, as Account Holder (parent/legal guardian), have the right and authority to enter into this agreement, and to bind myself to the terms of this agreement.