



Lewis Center for Educational Research And Academy for Academic Excellence

During the year, students enrolled in _____ (course title here) will be using the wildlands as their classroom. We will be using the wildlands periodically to supplement/enrich classroom/lab instruction barring lightning or flash floods. We will still go outside if it is hot, cold and/or damp. Therefore it is necessary that students come to class prepared. **Please** make sure your student is prepared by following these guidelines:

- Always follow the teacher's verbal instructions, especially as they pertain to safety
- Listen to the weather report for the day of class
- Bring a water bottle
- Wear closed-toe shoes
- Wear a hat and sunscreen
- Long pants are suggested
- Bring a jacket for cool or damp weather
- A change of shoes is suggested for when we return from the wildlands
- A backpack that isn't weighed down with other school supplies is suggested

DO NOT:

Go off designated trails unless directed by the instructor
Harm plants or animals --observe only
Act recklessly

- Talk loudly
- Run or jump

The following document must be signed by the participant and a parent or guardian if a student or volunteer is to participate in Outdoor education on the MRC. It includes:

- RELEASE OF LIABILITY AGREEMENT**
- AGREEMENT NOT TO SUE**
- INDEMNITY AGREEMENT**
- CONSENT TO MEDICAL TREATMENT**

YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.
READ THIS AGREEMENT CAREFULLY BEFORE SIGNING



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RISK OF INJURY OR DEATH TO ME

I _____ AM AWARE CLASSROOM ACTIVITIES THAT REQUIRE OUTDOOR PARTICIPATION IN THE MOJAVE RIVER WILDLANDS CAN BE HAZARDOUS. I WISH TO PARTICIPATE AND/OR RECEIVE INSTRUCTION IN THESE ACTIVITIES WITH THAT OUTDOOR EDUCATION PROGRAM @ THE LEWIS CENTER'S MOJAVE RIVER CAMPUS WILDLANDS (MRCW) WITH THE FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH THAT MAY OCCUR.

I am aware that **ANY ACTIVITY** within the boundaries of the Mojave River Campus "Wildlands" that my child participates in, puts them at risk (bites, stings, scrapes, sprains, broken bones). I am aware that the "Wildlands" is home to biting insects and reptiles, stinging plants, wild animals as well as non-school personnel that use the trails along the river bottom. I understand that the paths, trails, and walkways that crisscross the "Wildlands" are uneven and can be difficult to navigate safely at times, resulting in occasional slips, scratches, and twisted ankles if caution is not used by the activity participant.

GIVING UP MY LEGAL RIGHTS

By signing this Agreement, I agree to give up certain legal rights, which I may have in the event, I become injured when participating in any "Wildlands" activity or receiving outdoor instruction at the MRCW. I am giving up my legal rights against the LCER/AAE as well as against all of the LCER/AAE instructors. As used in this Agreement, the word "LCER/AAE" will mean the Lewis Center for Educational Research, the Academy for Academic Excellence, the High Desert "Partnership in Academic Excellence" Foundation, Inc., and all of their leaders, instructors, members, agents, officers, directors, employees and contractors.

MY PROMISE NOT TO SUE

I agree that I will not sue, or otherwise make any claim against the LCER/AAE for injury, death or damage to me in the course of my participation or instruction in OUTDOOR EDUCATION PROGRAM @ THE LEWIS CENTER'S MOJAVE RIVER CAMPUS WILDLANDS (MRCW), in any way resulting from the negligence or other acts, however caused, of the LCER/AAE.



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MY RELEASE OF LIABILITY

I also agree to release and discharge the LCER/AE from all actions, claims, or demands, both for myself and or my heirs or personal representatives, for injury, death or damage to me in the course of my participation or instruction in OUTDOOR EDUCATION PROGRAM @ THE LEWIS CENTER'S MOJAVE RIVER CAMPUS WILDLANDS (MRCW), in any way resulting from the negligence or other acts, however caused, of the LCER/AE.

MY PROMISE TO INDEMNIFY I agree to pay all costs and expenses, including attorneys' fees and court costs, that LCER/AE may incur as a consequence of any legal action arising out of (1) injury, death, or damage to me; or (2) injury, death or damage to someone else as a result of my conduct.

MY CONSENT TO MEDICAL TREATMENT

I consent to any hospital care or medical or surgical diagnosis or treatment to be rendered to me, or to persons or members of my family who accompany me, as found advisable, of any injuries that may arise from participation in activities with the LCER/AE. I also understand and agree that I am solely responsible for any applicable charges for such medical services.

All of the terms of this Agreement are binding upon my relative's heir's, my personal representatives and me. The terms of this agreement shall also be binding upon any persons or members of my family, including minors who may accompany me or who I give permission to attend an activity led by the OUTDOOR EDUCATION PROGRAM @ THE LEWIS CENTER'S MOJAVE RIVER CAMPUS WILDLANDS (MRCW). **I am over the age of eighteen (18) years of age, or my legal guardian has also read, initialed and signed this Agreement below my signature.**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A BINDING LEGAL CONTRACT BETWEEN THE LCER/AE ITS AGENTS, AND/OR MYSELF AND I SIGN IT OF MY OWN FREE WILL.

SIGNATURE: _____ DATED: _____

NAME (PRINTED): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE (HOME): _____ (WORK): _____



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SIGNATURE OF LEGAL GUARDIAN (Required if the participant is under the age of 18 years)

I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE ABOVE PARTICIPANT. I HAVE READ THE ABOVE AGREEMENT, HAVE AFFIXED MY INITIALS THERETO, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE ABOVE AGREEMENT IS A BINDING LEGAL CONTRACT BETWEEN MYSELF, THE ABOVE PARTICIPANT, AND THE LCER/AE, AND I CONSENT TO THE ABOVE-NAMED INDIVIDUAL'S PARTICIPATION IN ALL OUTDOOR EDUCATION PROGRAM ACTIVITIES @ THE LEWIS CENTER'S MOJAVE RIVER CAMPUS WILDLANDS (MRCW) IN WHICH THE PARTICIPANT MAY ENGAGE, AND ALSO AGREE TO BE BOUND AND HELD BY THE TERMS OF THE ABOVE AGREEMENT.

SIGNATURE: _____ DATED: _____
(Parent or Legal Guardian)

SIGNATURE: _____ DATED: _____
(Student)