



Steinbeck Young Authors / Day of Writing Parental Consent and Waiver of Liability & Emergency Medical Authorization Form

My child, _____ (student name), has my permission to participate in the National Steinbeck Center's Day of Writing on either Monday, March 4, 2019 from 7:45 AM to 3:00 PM at the National Steinbeck Center, at One Main Street in Salinas. Please note that participation in the Day of Writing is completely voluntary, and as such, attendance is not required. I give permission for my child's image to be used by the National Steinbeck Center for the *Gabilan Journal*, a collection of all student essays from the Day of Writing. I understand that any material created by my child specifically for this program may be used by the National Steinbeck Center for future use and credit will be given when possible.

Acknowledgment of Risk: The undersigned acknowledges and is fully aware that the activities at the Day of Writing are potentially dangerous activities with inherent risks and hazards and that the participation in the activities at the Day of Writing exposes the participant to a risk of property damage, bodily injury and /or personal injury. The undersigned expressly acknowledges that the participation in the activities at the Day of Writing will involve such a hazard.

Release: The undersigned, for herself/himself, the participant, and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware that participation will expose any of them to a risk of property damage, bodily injury and or personal injury, hereby releases, waives discharges and covenants not to sue the National Steinbeck Center, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants and all other persons and associates connected with the National Steinbeck Center, whether known or unknown, from any and all liability, including liability for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to the participation in the activities at the Day of Writing, **INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENT.**

Assumption of Risk: Acknowledging that the activities at the Day of Writing are potentially dangerous activity with inherent risks and hazards which expose participants or volunteers to the risk of property damage, personal injury and or bodily injury, the undersigned, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, hereby elect to voluntarily assume any and all risks of loss, damage, injury or death arising out of or relating such participation.

Covenant Not To Sue: The undersigned, for herself/himself, the participant, and successors, assigns, heirs, estate, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the National Steinbeck Center, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants, and all other persons and associates connected with the National Steinbeck Center, known or unknown, arising out of or related to the Day of Writing. The undersigned is aware of Civil Code §1542 and waive its effect. Civil Code §1542 provides: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

Indemnification: The undersign parent or guardian hereby agrees to defend, indemnify and hold harmless the National Steinbeck Center for all damages, losses or injuries in any way relating to or arising from the child's actions or inaction's.

Assurances: The undersigned has full power, authority, capacity and right without limitation to execute, deliver and perform this release.

Binding Effect: This release shall be binding upon the undersigned and the undersigned's spouse, legal representative, heirs, successors and assigns.

This release has been carefully and fully read by the undersigned and the undersigned fully understands its terms and conditions and has voluntarily executed and delivered this release as of this ____ day of _____, 2019.

Emergency Medical Authorization Form

I, as the parent or legal guardian of the participant, know that transportation to and from the Day of Writing is not provided by the National Steinbeck Center. The parent or guardian is responsible for ensuring transportation to and from the Center on the Day of Writing. The National Steinbeck Center is not responsible for students who are not picked up from the Center by 3:30 p.m. on the Day of Writing.

I, as the parent or legal guardian of _____, do hereby execute
(Name of Student)
this agreement on behalf of the above-named participant.

Signature of Parent/Guardian: _____

Print Name: _____

Date: _____

Address: _____

Phone Number(s): Home _____ Cell phone: _____

Should it be necessary for my child to have emergency medical treatment while participating in the Day of Writing, I hereby authorize National Steinbeck Center personnel to use their judgment in obtaining emergency medical services, including x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care, for my child. I further authorized any duly qualified individual selected by the National Steinbeck Center personnel to render such emergency medical treatment to my child, as s/he may deem necessary and appropriate. I understand that the National Steinbeck Center does not have insurance that pays the medical or hospital costs that might be incurred on behalf of my child.

My child has the following special medical needs or allergies:

In case of emergency, please contact:

1. Name: _____

Phone Number: Home: _____ Cell phone: _____

2. Name: _____

Phone Number: Home: _____ Cell phone: _____