

ROOT 66 GARDEN

FIELD TRIP REGISTRATION, LIABILITY WAIVER, ASSUMPTION OF RISK AND
PARTICIPATION AGREEMENT

The Root 66 Garden, a California nonprofit corporation

12151 Foothill Blvd Rancho Cucamonga, CA 91739

PARTICIPANT INFORMATION

Student's Full Legal Name:

Student's Preferred Name:

Date of Birth:

Age:

Grade:

School, Homeschool Group, or Organization:

PARENT OR LEGAL GUARDIAN INFORMATION

Parent/Legal Guardian Full Legal Name:

Relationship to Student:

Phone Number:

Email Address:

Home Address:

EMERGENCY CONTACT

Emergency Contact Name:

Relationship to Student:

Emergency Contact Phone:

IMPORTANT INFORMATION

This agreement applies to all educational field trips, tours, workshops, demonstrations, and related activities conducted at The Root 66 Garden.

Please read this agreement carefully before signing.

This is a legally binding agreement to the extent permitted by California law.

1. PROGRAM DESCRIPTION AND ACTIVITIES

I understand that The Root 66 Garden is a working community garden and outdoor agricultural and educational property.

Depending on the specific field trip, activities may include gardening, agriculture, nature exploration, environmental education, FoodShare education, planting, harvesting, composting, soil education, tree and vineyard education, pollinator and bee education, observation or supervised interaction with animals, hands-on educational activities, crafts, and walking throughout outdoor garden areas.

Some activities may involve age-appropriate gardening tools or equipment.

I understand that activities may vary depending on the age of the students, season, weather, Garden conditions, staffing, and the specific field trip program.

2. OUTDOOR AND AGRICULTURAL ENVIRONMENT

I understand that The Root 66 Garden is a working outdoor agricultural property and is not a traditional indoor classroom or recreational facility.

The property may contain dirt, gravel, rocks, uneven terrain, grass, mud, wet or slippery surfaces, garden beds, irrigation equipment, trees, branches, vegetation, compost, soil, gardening tools, equipment, fences, gates, structures, animal areas, insects, bees, and wildlife.

I understand that outdoor environments contain natural conditions and hazards that cannot be completely controlled or eliminated.

3. ASSUMPTION OF RISK

I understand that participation in a field trip at The Root 66 Garden involves inherent and reasonably foreseeable risks.

These risks may include, but are not limited to:

Slips, trips, and falls.

Uneven or unstable ground.

Cuts, scrapes, bruises, or other minor injuries.

Insect bites and stings.

Bee or wasp stings.

Allergic reactions.

Contact with plants, pollen, soil, compost, or other natural materials.

Contact with animals or animal waste.

Exposure to sun, heat, cold, wind, rain, or other weather conditions.

Dehydration or heat-related illness.

Use or observation of gardening tools and equipment.

Falling branches or other natural objects.

Encounters with wildlife.

Accidental injury involving another participant.

Other risks inherent to an outdoor agricultural and educational environment.

I understand that additional risks may exist that are not specifically listed above.

I voluntarily authorize my child to participate and accept the inherent risks associated with participation to the fullest extent permitted by California law.

4. BEE AND POLLINATOR SAFETY

I understand that bees are a natural and important part of The Root 66 Garden environment and that beehives may be located on or near the property.

Beekeeping activities may be conducted by authorized personnel, including the Garden's beekeeper partner, BeeRooted Bees.

I understand that bee stings are an inherent risk of an outdoor garden environment.

Participants must follow all staff instructions regarding bees and hive areas.

Participants may not touch, open, move, or disturb beehives or beekeeping equipment.

Participants must remain a safe distance from designated hive areas.

Hive entrances and bee flight paths must remain clear.

Participants should remain calm and move away from bees when instructed.

Participants may not intentionally swat at, chase, capture, or disturb bees.

Strong perfumes, scented lotions, and strongly scented personal products are discouraged.

Parents and legal guardians must disclose known bee or insect sting allergies before participation.

I understand that reasonable precautions are taken, but bees cannot be completely eliminated from an outdoor garden environment.

5. ANIMAL AND WILDLIFE SAFETY

Students may encounter or observe animals, birds, insects, and other wildlife during a field trip.

Students may only touch or interact with animals when specifically instructed and supervised by authorized personnel.

Students may not chase animals, feed animals without permission, enter animal enclosures, handle animals without permission, disturb nests or habitats, or touch unknown wildlife or insects.

I understand that interaction with animals and wildlife involves inherent risks, including bites, scratches, stings, allergic reactions, and other injuries.

6. MEDICAL AND ALLERGY INFORMATION

I agree to provide accurate information regarding any medical condition, allergy, disability, medication, dietary restriction, or other health consideration that may affect my child's participation.

This includes, but is not limited to, bee or insect sting allergies, food allergies, environmental allergies, asthma, physical limitations, mobility limitations, conditions requiring medication, and other conditions requiring special consideration.

I understand that The Root 66 Garden cannot safely respond to a medical condition or allergy that has not been disclosed.

I agree to notify The Root 66 Garden and the student's supervising adult of any relevant changes in medical information.

7. MEDICATION AND EMERGENCY MEDICATION

Parents or legal guardians are responsible for ensuring that any medication required by their child is available to the parent, guardian, school representative, or other authorized supervising adult accompanying the child.

Emergency medications should be clearly labeled with the child's name and available during the field trip.

I understand that The Root 66 Garden is not a medical provider and does not assume responsibility for administering medication except as specifically permitted by law and agreed upon in advance.

8. EMERGENCY MEDICAL AUTHORIZATION

In the event of illness, injury, or another emergency involving my child, I authorize The Root 66 Garden and its authorized staff or volunteers to take reasonable steps to protect my child's safety.

This may include contacting the parent or legal guardian, contacting the student's supervising teacher or group leader, calling 911 or other emergency services, requesting emergency medical assistance, and providing basic first aid within the limits of staff training.

If emergency medical treatment is reasonably necessary, I authorize emergency medical personnel and healthcare providers to provide appropriate treatment consistent with applicable law.

I understand that The Root 66 Garden does not provide medical care and cannot guarantee any particular medical outcome.

I understand that I am responsible for medical, hospital, ambulance, medication, and other healthcare expenses incurred for my child, to the extent permitted by law and applicable insurance coverage.

9. SUPERVISION

I understand that The Root 66 Garden provides Garden staff and/or designated personnel to conduct the field trip.

I understand that The Root 66 Garden is not the student's school, parent, or primary supervising organization and does not assume the responsibilities of the school, teacher, homeschool organization, parent, guardian, or group leader.

Students attending as part of a school, homeschool group, youth organization, or other group remain under the supervision and responsibility of their accompanying teachers, parents, guardians, chaperones, or group leaders.

The participating school, organization, or group is responsible for providing adequate adult supervision appropriate for the age and needs of its students.

Garden staff may provide instructions regarding Garden safety and field trip activities, but Garden staff are not responsible for continuously monitoring each individual student.

10. STUDENT CONDUCT

Students are expected to behave respectfully and follow all safety instructions provided by Garden staff, teachers, parents, guardians, and group leaders.

Students must stay with their assigned group, remain in designated areas, follow Garden safety instructions, treat staff and other participants respectfully, respect plants, animals and Garden property, use tools and equipment only as instructed, and report injuries or unsafe conditions to an adult.

Students may not run in restricted or hazardous areas, enter restricted areas, climb trees or structures, touch tools or equipment without permission, disturb animals or wildlife, enter animal enclosures without permission, touch or disturb beehives, intentionally damage Garden property, or engage in behavior that creates a safety risk.

11. REMOVAL FROM ACTIVITIES

The Root 66 Garden reserves the right to remove a participant from an activity or request that a participant leave the Garden when the participant's behavior creates a safety concern, substantially disrupts the program, damages property, or repeatedly refuses to follow reasonable safety instructions.

The parent, guardian, teacher, group leader, or supervising organization is responsible for the child if the child is removed from an activity.

No refund is guaranteed when a participant is removed because of unsafe or disruptive behavior.

12. ILLNESS

For the protection of students, staff, volunteers, and other visitors, students should not attend a field trip if they have a contagious illness, fever, vomiting, diarrhea, or other symptoms that reasonably indicate they may be contagious or unable to safely participate.

The Root 66 Garden may request that a participant leave the property if staff reasonably believe the participant is ill or unable to safely participate.

The parent, guardian, teacher, group leader, or supervising organization is responsible for arranging prompt pickup when necessary.

13. WEATHER AND FIELD TRIP CHANGES

Because field trips take place primarily outdoors, activities may be modified, relocated, delayed, shortened, or canceled because of extreme heat, rain, storms, high winds, unsafe air quality, unsafe ground conditions, emergency conditions, property conditions, or other circumstances affecting participant safety.

The Root 66 Garden will make reasonable efforts to notify the participating school, organization, or group of significant changes.

14. PERSONAL PROPERTY

Participants are encouraged to bring only necessary personal belongings.

The Root 66 Garden is not responsible for lost, stolen, or damaged personal property, except to the extent responsibility cannot legally be excluded.

15. RELEASE OF LIABILITY

In consideration for allowing my child to participate in a field trip at The Root 66 Garden, I, on behalf of myself and, to the extent permitted by applicable law, my child and our respective heirs, representatives, and successors, agree to release and hold harmless The Root 66 Garden, its directors, officers, employees, staff, volunteers, agents, contractors, field trip instructors, affiliates, and authorized partners, including BeeRooted Bees when applicable, from

claims arising from my child's participation in the field trip or use of the Garden facilities, to the fullest extent permitted by California law.

This release is intended to apply to claims for personal injury, illness, property damage, or other loss arising from the inherent risks and ordinary risks associated with participation in an outdoor agricultural field trip.

This release does not purport to waive any claim or liability that cannot legally be waived under California law.

16. INDEMNIFICATION

To the extent permitted by California law, I agree to indemnify and hold harmless The Root 66 Garden and its directors, officers, employees, volunteers, agents, contractors, and authorized partners from claims, damages, losses, liabilities, and reasonable expenses arising from:

My child's intentional or reckless conduct.

My failure to provide accurate medical, allergy, or emergency information.

My violation of this agreement or applicable field trip safety rules.

Claims brought by me or on my behalf to the extent legally permitted.

Nothing in this section requires indemnification for conduct for which indemnification is prohibited by California law.

17. PHOTOGRAPHY, VIDEO, AND MEDIA

The Root 66 Garden may photograph or record field trip activities for educational, promotional, website, social media, grant reporting, and community outreach purposes.

PHOTO AND VIDEO CONSENT:

☐ YES, I authorize The Root 66 Garden to photograph or record my child and use those images or recordings for Garden educational, promotional, website, social media, grant reporting, and community outreach purposes.

☐ NO, I do not authorize The Root 66 Garden to photograph or record my child for these purposes.

I understand that declining media consent will not affect my child's ability to participate in the field trip.

18. FIELD TRIP GROUP RESPONSIBILITIES

When a student attends as part of a school, homeschool group, organization, or other organized group, the participating organization and its supervising adults remain responsible for obtaining required parent or guardian permissions, maintaining appropriate student supervision, providing emergency contact information as required, communicating relevant medical or allergy information, managing student behavior, ensuring students arrive and depart safely, following all Garden safety requirements, and ensuring students remain with their assigned group.

The Root 66 Garden may establish additional safety requirements for particular field trips.

19. PARENT OR LEGAL GUARDIAN REPRESENTATION

I represent and warrant that:

I am the child's parent or legal guardian, or otherwise have lawful authority to sign this agreement.

The information I have provided is accurate.

I have disclosed relevant medical and allergy information.

I understand the nature of the field trip.

I understand that the Garden is an outdoor agricultural property.

I understand the risks associated with participation.

I have had an opportunity to ask questions before signing.

I voluntarily authorize my child to participate.

20. DISPUTE RESOLUTION AND MEDIATION

Before filing a lawsuit concerning this agreement or participation in a Root 66 Garden field trip, the parties agree to make a good-faith effort to resolve the dispute through informal discussion and, when appropriate, mediation.

Any mediation shall take place in San Bernardino County, California, unless the parties mutually agree otherwise.

Nothing in this provision is intended to prevent either party from seeking emergency injunctive relief or exercising any legal right that cannot lawfully be restricted by agreement.

21. GOVERNING LAW AND VENUE

This agreement shall be interpreted under the laws of the State of California, to the extent California law applies.

To the extent legally permitted, any court proceeding arising from this agreement shall be brought in a court of competent jurisdiction in San Bernardino County, California.

22. SEVERABILITY

If any provision of this agreement is determined to be invalid, unenforceable, or prohibited by law, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in effect.

23. ENTIRE AGREEMENT

This document contains the agreement between the parent or legal guardian and The Root 66 Garden concerning the child's participation in a Root 66 Garden field trip, except for any separate written agreements or policies expressly incorporated into the registration process.

No oral statement shall modify this agreement unless the modification is made in writing and authorized by The Root 66 Garden.

24. ELECTRONIC SIGNATURE AND CONSENT

I understand that I am electronically signing this agreement.

By submitting this form and entering my full legal name below, I acknowledge that I have read this entire agreement, understand its contents, have had the opportunity to ask questions, and voluntarily agree to its terms.

I understand that my electronic signature is intended to have the same legal effect as my handwritten signature to the extent permitted by applicable law.

PARENT OR LEGAL GUARDIAN FULL LEGAL NAME:

ELECTRONIC SIGNATURE:

DATE:

☐ I confirm that I am the parent or legal guardian of the child identified in this registration and that my typed name constitutes my electronic signature and agreement to this Registration, Liability Waiver, Assumption of Risk and Participation Agreement.

25. FINAL ACKNOWLEDGMENT

By submitting this form, I confirm that:

- ☐ I have read and understand this entire agreement.
- ☐ I understand that The Root 66 Garden is an outdoor agricultural and educational property.
- ☐ I understand the risks associated with outdoor activities, uneven terrain, plants, insects, bees, animals, weather, and gardening activities.
- ☐ I have disclosed known allergies and medical conditions that may affect my child's participation.
- ☐ I understand that necessary emergency medications should be provided and accessible.
- ☐ I authorize emergency medical assistance when reasonably necessary.
- ☐ I understand that students must follow all Garden safety instructions.
- ☐ I understand the supervision responsibilities of the participating school, organization, parent, guardian, or group leader.
- ☐ I understand the Garden's conduct, illness, and safety requirements.
- ☐ I voluntarily authorize my child's participation in the Root 66 Garden field trip.

PARENT OR LEGAL GUARDIAN NAME:

SIGNATURE:

DATE:
