

DUBLIN SCHOOLS

DUBLIN UNIFIED SCHOOL DISTRICT

VOLUNTEER DRIVER TRANSPORTING STUDENTS IN PRIVATELY OWNED CARS ON SCHOOL SPONSORED TRIPS

NAME OF STUDENT OF DRIVER

TEACHER'S NAME

I hereby offer to provide transportation for students of the Dublin Unified School District for one or more school sponsored trips during the school year. In making this offer, I understand the following:

1. The Dublin School District carries liability insurance covering all school-sponsored activities. In the event of a vehicular accident, however, coverage is provided by the volunteer driver's own automobile insurance.
2. The school district does not provide insurance coverage should a vehicular accident occur while a volunteer driver is transporting students.
3. Volunteer drivers must be at least 21 years of age and must possess a current, valid California driver's license to operate this vehicle.
4. Volunteer drivers certify that their vehicle is in safe operating condition.
5. Volunteer drivers must carry minimum liability insurance coverage on their automobile of not less than the following amounts:
 - Bodily injury.....\$100,000 per occurrence/\$300,000 combined limit
 - Property damage.....\$50,000
 - Medical payment..... \$5,000
6. Volunteer drivers must provide the District with proof of this automobile liability insurance.
7. Volunteer drivers must provide documentation of a current driving record that verifies, if applicable, points or accidents. Acceptable documentation consists of either an insurance renewal which validates a driving record of one point or less or a DMV printout that reflects a driving record of one point or less.
8. Volunteer drivers and/or the owner of the vehicle have primary responsibility for liability. The liability insurance of the volunteer drivers will be deemed the primary liability insurance for claims purposes.
9. Volunteer drivers agree to drive in a safe and cautious manner and to notify the school district immediately in the event of accident or injury of any type.
10. Volunteer drivers shall have a first aid kit in their possession, or immediately available.
11. Volunteer drivers will carry no more passengers than their vehicle is designed to carry. In no case may a volunteer driver carry more than eight passengers plus the driver.
12. All passengers and the driver will wear shoulder restraint seat belts.
13. Effective January 1, 2012 California has a new law governing child safety restraints in private vehicles. All children must be secured in the vehicle's back seat with an appropriate child passenger safety restraint until age 8 or until they are at least 4' 9" tall. All child passenger restraint systems must meet applicable federal motor vehicle safety standards.
The California Highway Patrol (CHP) identifies a few exceptions to this law, including:
 - The vehicle has no rear seats
 - The rear seats are side facing jump seats
 - The child restraint system cannot be properly installed in the rear seat (rear seat has laps belts only in the rear seat, many boosters require lap and shoulder belts)
 - Children under 12 occupy all rear seats
 - Medical reason (written by a pediatrician) that requires the child not be restrained in the rear seat
14. Volunteer drivers with cars having air bags on the passenger side should not have a child under the age of 12 years or under 40 pounds riding in the front seat.
15. Volunteer drivers offering to provide transportation for students for one or more school sponsored field trips during the school year acknowledge their responsibilities as indicated in this notice and will acknowledge receipt by signing and returning a copy of the notice.
16. The District reserves the right to decline offers of assistance from parents, guardians, and other volunteers, including but not limited to driving.
17. Volunteer drivers, by their signature below, waive all claims against the District for injury, accident, illness, or death occurring during or by reason of the field trip.
18. Volunteer drivers shall defend and indemnify the District against all claims, actions, or lawsuits arising out of the negligence of the volunteer driver.

I understand that I am not covered by the Dublin Unified School District's liability insurance policy. I hereby acknowledge I have insurance coverage that meets or exceeds the minimum coverage stated above. I have read, understand, and agree to the District's regulations on both the front and back of this form and have attached to this form the declaration page of my Insurance policy showing the above minimum amounts of insurance coverage and the expiration date of my insurance.

Signature of Vehicle Owner/Driver

Date

Print Name of Vehicle Owner/Driver

Address

Driver's License Number

Exp. Date

Telephone Number

Insurance Carrier

Policy Number

FIELD TRIP CONSENT TO EMERGENCY MEDICAL TREATMENT AND RELEASE OF LIABILITY

I (Chaperone Name) _____, do hereby request that I be permitted to attend (event) _____ on (date) _____ and should the need arise, do hereby authorize and consent to any x-ray, examination, anesthetic, medical or surgical diagnosis and treatment rendered under the general or special supervision of any member of the medical staff or emergency room staff under the provisions of the Medical Practice Act or dentist licensed under the provisions of the Dental Practice Act or the staff of any acute general hospital licensed by the State of California Department of Public Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required and is given to provide authority and power to render any care, which the medical provider in the exercise of his/her best judgment may deem advisable. It is understood that an effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatments will not be withheld if the undersigned cannot be reached. I will not hold liable the **Dublin Unified School District**, its officers, or employees for medical aid rendered and will reimburse the **Dublin Unified School District** for all medical or other expense incurred in the care of myself. This Authorization is given pursuant to California Family Code section 6910 and remains effective only for the event and date listed above.

In order that I may receive the necessary medical treatment in the event of an injury or illness, I hereby hold the Dublin Unified School District and its representatives harmless in the exercise of this authority.

Signature of Chaperone

Date

FIELD TRIP RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

By signing below, I (Chaperone name) _____ understand that this field trip is not a required activity and while field trip attendance is encouraged, it is not required.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE DUBLIN UNIFIED SCHOOL DISTRICT, its officers, employees, board members, and agents (herein referred to as "releasees") from all liability to my son/daughter/ward, the undersigned, their personal representative, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on the account of injury to the person or property of, or resulting in death while participating in a field trip or excursion that is sponsored, planned or directed by the **Dublin Unified School District**;
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost I/we may incur due to the participation in a field trip or excursion that is sponsored, planned or directed by the **Dublin Unified School District**;
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while participating in a field trip or excursion that is sponsored, planned or directed by the **Dublin Unified School District**; and
4. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I HAVE READ AND UNDERSTAND THIS RELEASE.

Signature of Chaperone

Date