

TRAVEL PARTICIPATION AGREEMENT

As part of its educational program and community service efforts, the San Antonio College, through the Department of _____, offers a program of group travel and trip services available to SAC students, faculty, staff and members of the general public.

In signing your name below, you, the undersigned, in consideration of the privilege of participating in the specific program described in the San Antonio College Trip Participation Information Sheet attached, verify that you have read, understand and agree to the following terms and conditions of your participation:

I.

Responsibilities of Participant

1. I will attend the organizational meeting, as scheduled, prior to the trip.
2. I will meet scheduled departure times and use services, facilities or equipment provided for trip participants and/or specifically assigned to me.
3. I will lodge in the specific room assigned to me.
4. I will pay my non-refundable trip deposit at the time I sign this agreement.
5. I will pay the balance of trip costs, as indicated on the San Antonio College Trip Participation Information Sheet attached, on the date specified therein.
6. I will pay all debts and settle all accounts for food service, telephone or other purchases not included in the trip price before departing from any destination area.
7. I agree to abide by Federal, State and local laws, the policies of the Alamo Community College District, the San Antonio College Student Code of Conduct or other Alamo Community College District College Student Code of Conduct as it may apply to me, and any other additional rules or directives advanced by San Antonio College officials with regard to this specific trip.

II.

Trip Costs, Services, Transportation, Itinerary, Accommodations and Refunds

1. I understand that the trip price indicated on the attached San Antonio College Trip Participation Information Sheet is based upon expected levels of group participation and on the rates and tariffs in effect and provided by the contracting services at the time the trip was planned. I further understand that trip prices, itineraries, services, transportation and/or accommodations may vary in the event that all places are not sold, or if departure schedules are not met, or should other events or circumstances arise beyond the control of San Antonio College.
2. I understand and agree that all expenses beyond those covered by the trip package are my direct responsibility.
3. I understand and agree that San Antonio College has served as an arranger and organizer for this trip, and that the services provided are those of contracted services not affiliated with San Antonio College. I understand that San Antonio College is not responsible, and I agree not to hold San Antonio College responsible, for any inconvenience, loss or damage to property or baggage, changes in services, accommodations, facilities, itineraries, transportation and/or accommodations, or any other services provided by contracted agencies and their employees or agents.
4. I understand and agree that San Antonio College, as a community college in the Alamo Community College District, is a non-profit institution, and does not offer trip packages for profit; however, I understand and agree that those agencies and businesses contracted to provide services for these trip packages are, in most instances, profit-making concerns, and that with regard to refunds of trip costs from these services, San Antonio College only agrees to be responsible for the return of any refunds received on behalf of the participant from such contracted services, and for none other. I understand that, generally, refunds are not available from contracted services for partial or unused lodging, transportation or other services, and that San Antonio College is not responsible, nor shall I attempt to hold San Antonio College responsible, for losses or additional expenses due to delays or changes in transportation included in this trip package. Refunds of trip deposits apply to offset administrative and overhead costs and are never refundable. Moreover, in the event of inclement weather, strikes, work stoppages, other acts of God, vehicle malfunction or breakdown or other causes or events resulting in additional trip costs, I understand that San Antonio College accepts no responsibility or liability, and agree that San Antonio College shall be held harmless.
5. I understand that San Antonio College assumes no responsibility for my failure to meet scheduled departure times or to use the services, facilities or equipment as provided for in the trip package. I further understand that in the event of partial or unused lodging, transportation or other services provided by the trip, or in the event that

I cancel this trip for any reason, including a variance in the price or scheduling of transportation, accommodations or other services provided, there will be no refund of deposits or other payments (unless such other payments are returned to San Antonio College or the participant by the contracted services). I further understand that trips involving bus transportation require a minimum number of participants, and that should fewer than that number register, the trip may be cancelled, and any payments I have made toward the trip package shall be refunded

III.

Insurance

I understand that all current San Antonio College students are covered by student insurance during the fall and spring semesters; however, I fully understand (or, if I do not at this moment, I will inquire until I fully understand before signing this agreement) the limited benefits provided by such policy, and further understand that no additional insurance is provided for me as part of this trip package. I understand and agree to bear the responsibility and to act alone in securing my own insurance.

IV.

Failure to Abide by Laws, Policies, Rules, Regulations or Directives

I understand that should I fail to obey and uphold the law, District policy, the San Antonio College Student Code of Conduct or other rules, regulations or directives governing this trip, or if I fail to abide by the terms of this agreement, San Antonio College has the right to terminate my participation in this trip, and refunds may or may not be available, as set out in Paragraph II above. I further realize that if I am a student of San Antonio College or other college of the Alamo Community College District, any violation of these rules or regulations may be just cause for disciplinary action, up to and including suspension or expulsion from a college in the Alamo Community College District.

V.

Miscellaneous

1. **Non-Discrimination:** The Alamo Community College District and San Antonio College do not discriminate on the basis of race, sex, religion, national origin, handicap or disabilities.
2. **Waiver of Liability and Hold Harmless Agreement:** In participating in trips which require air or ground transportation, as well as other activities of known and unknown hazards, I understand and recognize that such participation involves inherent risks and dangers, and I do agree to assume the recognized risk in such participation, and hereby release, waive, discharge and covenant not to sue the Alamo Community College District and San Antonio College, their officers, servants, agents, employees and governing boards, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE AFOREMENTIONED INSTITUTIONS, THEIR OFFICERS, SERVANTS, AGENTS, EMPLOYEES OR GOVERNING BOARDS, or otherwise, while participating in this trip. I further AGREE TO INDEMNIFY AND HOLD HARMLESS the above-mentioned institutions, their officers, servants, agents, employees or governing boards, from any loss, liability, damage or cost, including court costs and attorney's fees, that they may incur due to my participation in this trip, WHETHER CAUSED BY THEIR NEGLIGENCE OR OTHERWISE.
3. **For Ski Trips or Other Trips with Known Hazards:** I further agree that the Waiver of Liability and Hold Harmless Agreement dated _____ has been executed by me in consideration of allowing me to participate in this trip package.

VI.

This agreement shall be binding on my successors and heirs.

I have read the foregoing and understand its terms, and I fully agree to all of the provisions set forth above.

Signature

Date

Signature of Parent or Guardian (if under 18)

Date

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR:

1. In consideration for receiving permission to participate in the San Antonio College _____ more fully described in the San Antonio College Trip Participation Information Sheet, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Alamo Community College District and San Antonio College, their officers, servants, agents, employees or governing boards (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions or causes of action whatsoever arising or related to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in such course activity, or while in or upon the premises where the activity is being conducted.

2. To the best of my knowledge, I possess no physical disabilities which would prevent me from participating in this trip. I am fully aware of the risks and hazards connected with the activity _____, including, but not limited to: _____

and I understand that these risks can cause severe bodily injury and even death, and I hereby elect to voluntarily participate in this activity and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.

4. It is my express intent that this release and hold harmless agreement shall bind the members of my family and spouse if I am alive, and my heirs, assigns and personal representatives if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named Releasees. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed. No oral representation, statements or inducements apart from the foregoing written agreement have been made. I am at least eighteen (18) years of age and fully competent. I execute this release for full, adequate and complete consideration, fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of _____,

Participant

Witness

Witness

Signature of Parent or Guardian
(if Participant is under 18)