

**FORT BEND INDEPENDENT SCHOOL DISTRICT
LEADERSHIP 101/102
2017-18 DOMESTIC TRAVEL AGREEMENT**

This Agreement is between _____ (the "Parent and/or Legal Guardian," "I", "my"), on behalf of _____ (the "Student"), and the Fort Bend Independent School District ("FBISD" or the "District") for the Student to participate in FBISD's trip to Washington, D.C. on March 9-13, 2018 for the "Program").

| |
|--|
| This Agreement includes a Waiver and Release of Liability. See Section 6 below. |
|--|

Please carefully read this Agreement in its entirety. You and the Student must sign indicating your agreement in the space provided in Section 7.0. You must also sign and complete Form A, Health Care Disclosure, and Form B, Emergency Contact Information. Failing to sign this Agreement and/or failing to complete the attached forms may result in the Student's inability to participate in the Program.

1.0 GENERAL TERMS

- 1.1 Authority of Parent/Legal Guardian:** Each Parent and/or Legal Guardian who signs this Agreement represents and warrants that he or she, together with the other parent and/or legal guardian who signs this Agreement, if any, is the custodial Parent and/or Legal Guardian of the Student and has full authority to sign this Agreement on behalf of the Student as his or her legal guardian without the consent or approval of any other person.
- 1.2 Ratification of Agreement:** In the event the Student is under the age of eighteen (18) at the time of execution of this Agreement and the Student attains eighteen (18) years of age while participating in the Program, the Student agrees that continued participation in the Program after he or she attains eighteen (18) is deemed a ratification and adoption of all terms and conditions of this Agreement.
- 1.3 Modification:** This Agreement shall not be modified except by a writing that is executed by all parties.
- 1.4 Severability:** If any portion of this Agreement is deemed to be unenforceable, the remainder shall be construed as if such unenforceable provisions had never been included.
- 1.5 Governing Law and Exclusive Venue:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Fort Bend, State of Texas, shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

1.6 Information Release: The Parent/Legal Guardian consents and authorizes FBISD, its legal representatives, the United States government, and/or law enforcement authorities any records or information necessary to provide the Student with appropriate supervision and guidance.

2.0 FINANCIAL RESPONSIBILITY

2.1 Program Cost: The cost of the Program is \$1,270 per student ("Program Cost").

2.1.1 *Expenses Included:* The Program Cost includes: round-trip airfare; ground transportation; some meals; tours and entry fees; and lodging.

2.1.2 *Expenses Excluded:* The Program Cost does not include: spending money; meals, other than those expressly included in the Program Cost; cell phone service or other means of communication with parents; travel insurance; and any other expense not expressly included in the Program Cost, as defined in Section 2.1.1 above. I understand these expenses are my responsibility. By signing this Agreement, I am certifying I agree to pay for these expenses on behalf of the Student and have sufficient funds to do so. FBISD will not pay any outstanding balances incurred on the Student's behalf (i.e., medical bills, cell phone bills, lodging charges, hospital copayments, etc.). It is my responsibility to ensure that I or the Student settle all balances prior to departing.

2.2 Payment Schedule: All payments for the Program shall be delivered to Fort Bend ISD Administration Building and shall be received by 4:30 p.m. on the dates according to the Payment Schedule set forth below:

| Amount Due | Payment Date |
|-------------------|---------------------|
| \$200.00 | August 30, 2017 |
| \$200.00 | September 27, 2017 |
| \$200.00 | October 25, 2017 |
| \$200.00 | November 29, 2017 |
| \$200.00 | December 20, 2017 |
| \$270.00 | January 31, 2018 |

Payment shall be made via check or money order, made payable to Fort Bend ISD.

If the Student/Parent/Legal Guardian is late with a payment and has not made appropriate arrangements with the Department of Student Leadership, the Student's place in the Program may be forfeited and previously paid funds will not be refunded.

FULL AND FINAL PAYMENT FOR THE PROGRAM IS DUE BY January 31, 2018. The Student will not be able to participate in the Program, if the Cost of Program is not paid in full by this date. I acknowledge that the failure to pay by the set deadlines may result in dismissal from the Program and forfeiture of previously paid installments.

2.3 Non-Refundable: If the Student does not participate in the Program after having paid all or any portion of the Program Cost, or if the Student returns home before completion of the Program, whether voluntarily or involuntarily, no deposits or money paid toward the Program Cost shall be refunded. I understand no portion of any funds that I have paid, either directly or with financial assistance, to participate in the Program will be refunded at any time or for any reason.

3.0 CODE OF CONDUCT AND PROGRAM EXPECTATIONS

3.1 Program Rules and Standards: While participating in the Program, the Student is a representative of FBISD, the State of Texas, and the United States, and the Student shall act accordingly. I understand FBISD reserves the right to impose any rules or standards that it announces to its participants in the Program.

3.1.1 The Student shall comply with all rules and regulations of the various governmental and commercial agencies (*i.e.*, airlines, hotels, bus companies, etc.).

3.1.2 The Student shall follow the directions, rules, and regulations established by its chaperones both prior to and during the Program.

3.1.3 The Student shall respect and follow the directions of his or her supervisors and of the school.

3.1.4 The Student shall follow all FBISD rules, including those set forth in the Student Code of Conduct and the Student/Parent Handbook.

3.1.5 The Student shall respect all lodging accommodations and shall leave the facilities in the same condition in which they were found. The Parent/Legal Guardian shall be responsible for any damage and for any other charges above and beyond the basic cost of lodging, which is included in the Program Cost.

3.1.6 The Student will participate in all planned activities (unless excused by a chaperone) and will keep an open mind and positive attitude about his or her surroundings.

3.2 Actions Forbidden: As a condition of participation in the Program, the Student agrees to not drive a motorized vehicle or ride on a motorcycle or a moped during the Program. The Student shall not be involved in any way with tobacco, alcohol, illegal drugs, vandalism, theft, or any other type of behavior that is judged by FBISD and/or the chaperones to be detrimental to the health, well-being, safety, or reputation of himself or herself.

3.3 Violations: Any violation of the rules and standards outlined in this Section, as determined by FBISD in its sole discretion, could result in immediate dismissal from the Program, immediate transportation home, and additional disciplinary action upon the Student's return. **Costs due to Student's dismissal from the Program or unscheduled return transportation shall be at the Parent/Legal Guardian's sole expense, and any unused portions of the Student's Program**

Cost shall be non-refundable.

4.0 FITNESS TO TRAVEL AND INFORMED CONSENT

- 4.1** All students shall be fit to travel and participate in Program activities. **I understand if the Student has any illness or condition that may prevent or limit the Student from traveling or participating in any activity during the Program, it is my responsibility to disclose said limitations to FBISD and to consult with a medical physician *prior to participation in the Program.***
- 4.2** There are risks of physical injury associated with Program activities and travel. Program activities may include, but are not limited to:
- Extensive travel;
 - Using various modes of transportation (i.e., cars, trains, buses, planes, boats, bicycles, etc.);
 - Walking long distances;
 - Walking up and down hills and/or stairs;
 - Standing or sitting for long periods of time;
 - Waiting in line;
 - Lifting and/or carrying personal luggage;
 - Non-standard meal times;
 - Eating unfamiliar foods and access to limited dietary options;
 - Limited medication availability or medical care options; and
 - Other activities that are unique to this trip.
- 4.3 I acknowledge and certify that I know of no medical reason why the Student should not participate in the Program.**

5.0 HEALTH AND SAFETY

- 5.1 Pre-Departure Arrangements:** It is the Parent/Legal Guardian's responsibility to consult with the Student's physician prior to departure to obtain any prescription(s), and/or medication the Student will need for the duration of the Program.
- 5.2 Medication:** The Student shall carry his or her prescription medication, if any, in original packaging along with the prescription.
- 5.3 Insurance:** It is the Parent/Legal Guardian's responsibility to inquire and become familiar with his or her health care coverage policy, such as the type of limitations of coverage, amount of deductible or co-pay, and protocol in case of a medical emergency.
- 5.4 Financial Responsibility:** It is the Parent/Legal Guardian's responsibility to ensure the Student has the available financial funds, or access to available financial funds, to cover the Student's medical insurance deductibles, if applicable, in case of a medical emergency or medical care. The Parent/Legal Guardian shall be responsible for any medical bills, costs, and/or fees the Student

may acquire during the Program.

5.5 Medical Treatment & Expense: I authorize FBISD to arrange for medical care and treatment for the Student if the Student becomes ill or incapacitated, without incurring any liability. I authorize FBISD and/or its authorized agents to take actions it deems necessary, including securing medical treatment and transporting the Student to a health care facility/provider, all at my own expense. FBISD and its authorized representatives shall take any action deemed necessary to protect the Student's mental and/or physical health, at the Parent/Legal Guardian's expense. Actions include, but are not limited to: placing the Student under the care of a medical doctor; hospital admittance; medical examination; and/or medical treatment. In the event of an emergency, the District shall notify the persons listed on Form B, Emergency Contact Information and will attempt to contact said persons prior to any involved treatment to explain the nature of the problem if feasible to do so. Should the need arise, FBISD and/or its representatives are authorized to provide any personal information to the health care provider. After medical attention has been administered, FBISD representatives have the sole discretion to require the Student to return home before completion of the Program at the Parent/Legal Guardian's expense.

5.6 In the event the Student should return home before completion of the Program, I understand that I cannot recover any money paid for and/or in connection with the Program. I further agree and understand that I am responsible for all medical costs associated with the Program.

This portion of the page intentionally left blank.

6.0 WAIVER AND RELEASE OF LIABILITY

6.1 Transportation: I understand and acknowledge FBISD does not, and cannot, guarantee the safety and/or security of any transportation that may be utilized as a result of the Student's participation in the Program.

6.2 Release, Indemnification, and Waiver:

6.2.1 In consideration of FBISD's admittance of the Student into the Program, **Parent/Legal Guardian and Student release indemnify, hold harmless, waive, and covenant not to sue FBISD,** and its Board of Trustees, officers, employees, and representatives **from any and all liability to me/us,** our personal representatives, estate, heirs, and assigns **for any and all claims,** demands, and causes of action **for any and all loss of personal property or injury** by/to the Student or other person, **including death, in any way connected with this Program,** including injuries caused by the negligence or intentional acts of FBISD and/or its Board of Trustees, officers, employees, and representatives, or any other participant in the Program that may be sustained while participating in the Program.

6.2.2 **I release FBISD from any financial liability for any medical bills, costs, and/or fees** the Student may acquire during the Program. **FBISD assumes no liability for any expenses** including, but not limited to, costs incurred because of any accident, injury, illness, and/or unforeseen circumstances. **I release FBISD from any liability for the quality, timeliness, and outcome of any such medical care received** and for any expenses incurred.

6.2.3 **It is my express intent that this covenant not to sue and agreement to hold harmless 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 governed by the laws of the State of Texas. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

7.0 SIGNATURE PAGE

Having read the above Agreement in its entirety, the Parent/Legal Guardian and the Student agree and commit to participate in the Program according to the terms of the Agreement.

Initials

Student Parent

| | |
|---------------|---|
| _____ _____ | I have reviewed and agree to the Waiver and Release of Liability contained above in Section 6. |
|---------------|---|

_____ _____ **I acknowledge and accept that transportation and participation in this Program may expose the Student to hazards and risks to the Student's health, including injury or death, and that FBISD cannot control all of these risks.**

_____ _____ I agree the Student shall adhere to all applicable state, federal, and local rules and regulations as well as the FBISD Student Code of Conduct and Student/Parent Handbook.

_____ _____ I agree FBISD will not be responsible for any medical expenses associated with any property or personal injury Student may sustain.

_____ _____ I certify I have read and understand Section 4.0, and the Student is able to perform the activities listed and/or I have requested disability accommodation within the required timeframe.

Student Name: _____ Student ID: _____

Date of Birth: _____ School: _____ Grade (2017-2018 school year): _____

Student Signature: _____ Date: _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____ Date: _____

**FORT BEND INDEPENDENT SCHOOL DISTRICT
FORM A: HEALTH DISCLOSURE**

Please read and follow all instructions for completion. FULL DISCLOSURE IS REQUIRED. This information will assist health care providers in the event of a medical emergency.

Primary Care Physician: _____

Office Phone: _____

Insurance Carrier: _____ Policy Number: _____

Medication, including any special instructions (attach additional pages if necessary):

Does the Student have any known allergies? ☐ Yes ☐ No

If yes, please explain (attach additional pages if necessary): _____

Does the Student have any drug or food sensitivities/limitations? ☐ Yes ☐ No

If yes, please explain (attach additional pages if necessary): _____

Does the Student have any medical or physical condition, medication information, or allergies which could interfere with the Student's safety or render the Student unable to participate in the activities listed in Section 4.0? ☐ Yes ☐ No

If yes, please describe (attach additional pages if necessary): _____

I verify all information on this Health Disclosure is complete, accurate, and true. I acknowledge and attest that all physical and/or mental issues and/or limitations that may affect the Student's participation have been disclosed above. I also acknowledge and attest that the Student is physically and mentally prepared to participate in activities that are typically experienced by travelers, as outlined in Section 4.0.

Parent/Legal Guardian Signature: _____

**FORT BEND INDEPENDENT SCHOOL DISTRICT
FORM B: EMERGENCY CONTACT INFORMATION**

I authorize FBISD employees, agents, and representatives and/or other third party entities, representatives, and providers (in connection with resolving the emergency) to contact the following person(s) in case of an emergency or in any case when information of the Student's whereabouts or situation needs to be discussed or disseminated:

PARENT/GUARDIAN #1 INFORMATION:

Name: _____ Relation to Student: _____
Work Phone: _____ Cell Phone: _____
Ad dress: _____
Email: _____

PARENT/GUARDIAN #2 INFORMATION:

Name: _____ Relation to Student: _____
Work Phone: _____ Cell Phone: _____
Ad dress: _____
Email: _____

OTHER EMERGENCY CONTACT INFORMATION:

Name: _____ Relation to Student: _____
Work Phone: _____ Cell Phone: _____
Address: _____
Email: _____

| |
|---|
| Parent/Legal Guardian Signature : _____ |
|---|

| |
|-------------|
| Date: _____ |
|-------------|