

2022 – 2023 School Year

RELEASE AND WAIVER OF LIABILITY BY PARENT

(Required for ALL staff that have children in the building before/after school OR transported to the building after school)

My child's name is _____ (hereinafter referred to as "My Child"). My Child attends _____ School. I work at _____ School ("My Place of Work"). As consideration for the agreement of Vigo County School Corporation (hereinafter referred to as "School Corporation") (i) to transport My Child to My Place of Work and to allow My Child to remain with me at My Place of Work following student dismissal from the school My Child attends during the current school year or (ii) to allow My Child to remain with me at My Place of Work before school starts and/or after student dismissal if My Child attends the same school where I work, the undersigned agrees as follows:

1. I acknowledge (1) that I have voluntarily requested (i) My Child to be transported after student dismissal from the school My Child attends to My Place of Work and to stay at My Place of Work from the time My Child is dropped off until I take My Child home with me or (ii) to remain with me at My Place of Work before school starts and/or after student dismissal until I take My Child home with me if My Child attends the same school where I work and (2) that the School Corporation has agreed to do this at my request and for my convenience.

2. I acknowledge that I will be solely responsible for monitoring My Child while My Child is at My Place of Work, either (i) starting from the time and from the location My Child is dropped off after being transported to the grounds of My Place of Work and continuing until My Child leaves school premises or (ii) starting from the time and from the location My Child is when we arrive at school until the school day starts and/or after student dismissal if My Child attends the same school where I work.

3. In the event of a meeting or event I will be attending at school (such as a faculty meeting) before or after school hours, I will make arrangements for My Child to be supervised by an adult and My Child will not be left unattended in my classroom. I understand it is my responsibility to make the necessary arrangements for these types of occurrences. I understand that if My Child should become inconsolable or present any negative behavioral issues impacting the employees, agents, or officers of the School Corporation or School Corporation property, it is my responsibility to leave such meeting and attend to My Child.

4. I acknowledge that if My Child is being transported to My Place of Work, the School Corporation bus driver will supervise my child during transportation to the designated drop off location at My Place of Work. I understand that while My Child is at My Place of Work before or after school hours, I will be solely responsible for My Child's use of the School Corporation's property and understand that school equipment and facilities can expose My Child to risk of injury from obvious dangers, hidden dangers, accidents, mishaps, and conditions or acts of other persons, and that this is a potentially hazardous activity and location. I understand that the School Corporation has reserved its right to decline the aforementioned arrangements of transportation and permissible attendance at My Place of Work before or after school hours to My Child if My Child presents any behavioral issues that negatively impact School Corporation employees, agents, or officers, or other students.

5. I acknowledge and hereby affirm that both My Child and I are aware of the code of conduct of the School Corporation and its rules for behavior while on school grounds or property, including its rules regarding hygiene in connection to COVID-19, as such rules may be updated from time to time, and will follow such rules for the duration of My Child's stay at My Place of Work. I understand that it is my responsibility to make sure that My Child follows all rules prescribed by the School Corporation while on school grounds, including My Place of Work or the bus ride to My Place of Work.

6. I understand the risks involved and hereby voluntarily assume all responsibility for risk of injury to My Child, whether disclosed or not, and do not expect to receive any other warning or other information concerning the possible risks of injury to My Child.

7. **By signing below, I, on behalf of myself, My Child, My Child's estate, representatives, assigns, and next of kin, hereby voluntarily expressly agree to assume and/or incur all risks of loss, impairment, damage, or injury of whatever kind, including death, that may be sustained or suffered by My Child from the School Corporation transporting My Child to My Place of Work, allowing My Child to remain with me at My Place of Work, or My Child's use of the School Corporation's property, equipment and facilities. I, on behalf of myself, My Child, My Child's estate, representatives, assigns, and next of kin, hereby agree to release, forever discharge, hold harmless, and indemnify the Vigo County School Corporation and its Board of School Trustees members, superintendent, administrators, employees, agents, volunteers, and insurers (collectively referred to as the "Releasees") from and against any claims, demands, actions, causes of action,**

lawsuits, expenses, or losses (including attorneys' fees) on account of any harm or injury to My Child's person or property, which may arise from My Child's transportation to My Place of Work, My Child's presence at My Place of Work, or My Child's use of the School Corporation's property, equipment or facilities, regardless of whether such harm or injury was caused by the negligence, carelessness, or recklessness of any of the Releasees.

8. I represent and warrant that I am at least eighteen (18) years of age at the time of signing this Release and Waiver of Liability and that I am either the parent or legal guardian of the child identified above.

9. I agree that this Release and Waiver of Liability is governed by the laws of the State of Indiana and is intended to provide a release and waiver to the maximum extent permissible under applicable law. If any portion of this Release and Waiver of Liability is held invalid, I agree that the remainder will continue in full force and effect.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY AGREE WITH ITS TERMS. I UNDERSTAND IT IS A RELEASE AND WAIVER OF CLAIMS TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND SHALL BE LEGALLY BINDING UPON ME, MY CHILD AND MY CHILD'S ESTATE, REPRESENTATIVES, ASSIGNS AND NEXT OF KIN.

DO NOT SIGN THIS RELEASE AND WAIVER OF LIABILITY IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.

Signature of Parent or Legal Guardian

Street Address of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian

City/State/Zip Code of Parent or Legal Guardian

Date

Telephone Number of Parent or Legal Guardian

APPROVED BY:

Signature of Principal (of school building where parent works)

Printed Name of Principal (of school building where parent works)

Date

Signature of Principal (of school building student currently attends)

Printed Name of Principal (of school building student currently attends)

Date

Original to Principal of school where parent works
CC: Principal (school building student currently attends)
CC: Transportation
CC: Business Office Specialist
CC: Parent or Guardian of student