

**Agreement, Release and Wavier of Liability**

This AGREEMENT, RELEASE AND WAIVER OF LIABILITY (hereinafter referred to as “Release”) is made by and between <<TYPE SCHOOL’S NAME HERE>>, a Roman Catholic elementary school of the Archdiocese of Washington (“the School’) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Parents”) parents of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Student”).

 *Parent/Guardian’s Name Student’s Name*

1. We the undersigned parents/guardians of the above Student request that the School enroll our child, who has a Care Plan, for the current <<ENTER YEAR HERE>> school year. We request that the School work with us to develop a plan to accommodate the Student’s needs during school hours.
2. The parties understand, acknowledge and agree that it is beyond the School’s ability to guarantee an allergen-free environment.
3. The parties understand, acknowledge and agree that it is beyond the School’s ability to monitor or supervise Student’s compliance with personal food restrictions or other restrictions and that the School will not do so.
4. The parties understand, acknowledge and agree that it is beyond the School’s ability and resources to prevent contamination of Student’s food and to provide allergen free surfaces on all desks and tables where Student may be seated.
5. The parties understand and acknowledge that the School may not have a full-time nurse or any other medical professional on staff.
6. We have provided the School with a Care Plan by a qualified medical professional. It includes parental permission, authorizing School personnel to assist in the administration of the Care Plan, in the form attached hereto as Exhibit A, which is subject to the School’s review and acceptance.
7. We have executed and submitted a Medical Information Form and Permission for Emergency Treatment for Student, which is included in the Care Plan, attached hereto as Exhibit A.
8. We understand that the School reserves the right to cancel Student’s enrollment if it determined that the medical condition and/or related consequence are a significant detriment to the Student’s ability to benefit from the academic program or to the teachers’ ability to maintain order and teach the other students.
9. We hereby indemnify, release, hold harmless and forever discharge the School, its employees and its agents from any and all responsibility and/or liability for any injuries, damages, complications and/or consequences of any kind arising out of or related to Student’s medical condition and/or the parties’ agreement in this Release.
10. This Release, along with the documents which are incorporated by reference, supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein related to Student’s medical condition.
11. This Release shall also constitute an estoppel against any and all legal or equitable claims concerning all subject matters covered herein related to Student’s medical condition; and we, the undersigned parents/guardians, shall further hold harmless and indemnify the School in the event any claim is asserted by any third party against the parties covered by this agreement. The indemnification includes any and all costs and attorney’s fees.
12. The reference in this release to the term “the School” includes <<TYPE SCHOOLS’ NAME HERE>> and Church, the Archdiocese of Washington, a corporation sole, and their affiliates, successors, officers, employees, agents and representatives.

**AGREED AND SIGNED:**

**PARENT/GUARDIANS**

Name of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Print Parent/Guardian Full Name*

Signature of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Print Parent/Guardian Full Name*

Signature of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_