



Moraga School District

1540 School Street

Moraga, CA 94556

Julie Parks, Ed. D., Superintendent

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Student's Name _____

Student's Address _____

Student's Telephone Number _____

Parent or Legal Guardian _____

Parent or Legal Guardian's Address and Telephone Number if different from Student's

The Undersigned hereby requests that the student named above to be allowed to walk by themselves daily from the point of their entry onto the **Camino Pablo** grounds to the Childcare program located in the **Bobcat Portable** return by the same route each day. The Undersigned consents explicitly to the Student's participation in this activity. In consideration of the Student being permitted to move in this way on the school grounds without parental supervision, the Undersigned for themselves, their personal representatives, assigns, heirs, and relatives or next of kin, the Student, and any other parent or guardian, acknowledges, agrees and represents the following:

1. The Undersigned met with Moraga School District ("District") administrators, childcare directors, or designee on _____ and hereby agreed:

Date

A. They have a choice of accompanying their student to and from the childcare program instead of signing this waiver.

- B. The District is unable to identify any hazards or other conditions which currently exist at the time of this waiver while the student is walking on campus unaccompanied, but the District cannot guarantee that no such hazards or conditions exist.

2. The Undersigned knowingly, voluntarily and for adequate consideration releases and waives, and further agrees to indemnify, hold harmless and reimburse the District, members of its Governing Board, its officers, employees, and agents from and against any claim which

the Student, the Undersigned, any parent or guardian, relatives or next of kin of the Student, or any other person, firm or corporation may, now or hereafter have or claim to have (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those released), for or on account of any losses, damages, personal injuries, pain, and suffering, death, property damage, or contract claims resulting from, or arising out of, during, or in connection with the Student's participation in the above-described activities.

3. The Undersigned hereby agrees not to sue or file a claim with the District for any injury or death to the Student or property sustained in connection with the above-described activities.

4. The Undersigned expressly agrees that this "Release and Wavier of Liability and Indemnity Agreement" is intended to be as broad as is permitted by California law and, if any portion of this agreement is held invalid, it is further agreed that the remaining portions shall continue in full legal force and effect.

5. The Undersigned has carefully read, fully understands its contents, and voluntarily signed this "Release and Wavier of Liability and Indemnity Agreement" and further agrees that no oral representations, statements, or inducements apart from this Agreement have been made.

Dated _____

Signature of Parent or Legal Guardian

Dated _____

Signature of Parent or Legal Guardian

Dated _____

Witness