

Effective August, 2015

**RELEASE AND WAIVER OF LIABILITY REGARDING CHILDREN
WITH SEVERE MEDICAL CONDITIONS**

[Including, but not limited to allergies, asthma, and seizure disorders]

This is a RELEASE AND WAIVER OF LIABILITY REGARDING CHILDREN WITH SEVERE MEDICAL CONDITIONS (hereafter, referred to as the "Release") made the _____ day of _____,

20____ by and between Annunciation Catholic School, Bishop Felipe J. Estevez, as Bishop of the Diocese of St. Augustine, a corporation sole, and individually, (hereinafter, collectively referred to as the "School"), and their agents and employees and _____ residing at _____

(Parent(s)/Guardian(s))

_____, who are the Parent(s)/Guardian(s) of

_____.

(Child's Name)

The School has been authorized to administer medical treatment , (including the administration of Epinephrine) to the child during certain situations when a medical emergency, as described in the child's authorization for administering medical treatment and/or the child's physician's treatment plan for children with seizures.

In consideration of the agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parent(s)/Guardian(s) hereby release and forever discharge the School, its employees and agents from any and all liability arising in law or equity as a result of employees or agents including specifically, but not limited to the child's teacher, administering epinephrine or providing any medical treatment to the child relating to such medical conditions.
2. This Release shall be governed by the laws of the State of Florida, which is the location of the School in which the child is enrolled, excluding its choice of law provisions.
3. This Release supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the Authorization (including any additional physicians' instructions or clarifications), which is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.
4. The reference in this Release to the term "the School" shall include the Diocese of St. Augustine, and their affiliates, successors, religious directors, officers, employees, agents and representatives. The terms Parent(s)/Guardian(s) shall include the dependents, heirs, executors, administrators, assigns and successors of each.
5. If any staff member determines that administration of an injection of medication provided by the Parent(s)/Guardian(s) or any other measure is necessary the School shall be held harmless from any and all liability as a result of such action and the outcome of such administration or measure.
6. This Release also shall constitute an estoppel against any and all legal or equitable claims and the Parent(s)/Guardian(s) 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 all cost and attorney's fees incurred by the School.

7. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of the Release. This Release shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

SCHOOL

By: _____
Name: _____
Title: _____
Date: _____

PARENT(S)/GUARDIAN(S)

By: _____
Name: _____
Relationship: _____
Date: _____

PARENT/GUARDIAN MEDICAL RELEASE

DIOCESE OF ST. AUGUSTINE

ANNUNCIATION CATHOLIC SCHOOL 2015-16

The undersigned hereby releases and forever discharges Annunciation Catholic School, Bishop Felipe J. Estevez, as Bishop of the Diocese of St. Augustine, a corporation sole, and individually, (hereinafter, collectively referred to as the "School"), and their officers, agents and employees, from all claims and demands, rights and causes of action of any kind the undersigned now has or hereinafter may have on account of or in any way arising from personal injuries known or unknown to the undersigned at the present time and property damage resulting or that results from any occurrence which may happen to our child(ren) (or legal ward), during his/her stay at Annunciation Catholic School.

Name of Child: _____

Please place your initials in the blanks provided:

____MEDICAL MATTERS: I hereby warrant that to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child. (On the following statements pertaining to medical matters, sign only in accordance with your wishes.)

____EMERGENCY MEDICAL TREATMENT: In the event of an emergency, I hereby give permission to the above named Diocesan entity's employees, volunteers, or representatives to seek medical treatment for my child named above.

____ALLERGIC REACTION: In the event my child suffers a life threatening allergic reaction I give permission for the above named Diocesan entity to administer epinephrine. (School Access Emergency ACT HR 2094). **Note: Students with heart conditions should seek Dr.'s advice regarding whether or not epinephrine should be administered in the case of a severe allergic reaction.**

In the event that I cannot be reached in an emergency, I hereby give permission to the physician selected by the above named Diocesan entity's representatives or volunteers to hospitalize, secure proper treatment for, and to order injection and/or anesthesia and/or surgery for my child named above.

Signature of Parent/Guardian

Date