

RELEASE AND HOLD-HARMLESS AGREEMENT
PARENT-ARRANGED TRANSPORTATION/SUPERVISION TO/FROM FIELD TRIP

I, _____, parent or guardian (herein "I," "me," or "my") of the following minor child _____, (herein "Child"), on my own behalf and on behalf of my Child, do hereby agree with The School Board of Broward County, Florida (herein "School") to all the terms and conditions below regarding Transportation and/or Supervision (as used herein "Excludes Transportation and/or Supervision provided by the School") of my Child to/from the School Sponsored Field Trip (herein "Field Trip") to be held on _____ at _____:

1. _____ (Initial) I have arranged for Transportation of my Child to/from the destination where the Field Trip will be held. This document serves as my written notice that I am knowingly and affirmatively declining the option to participate in school-provided transportation to/from the Field Trip, if any.

2. _____ (Initial) The means of Transportation I will use to transport my Child to/from the Field Trip has been selected by me alone without consideration, consultation, authorization, approval, or recommendation by the "School". I have determined the means of Transportation to be both appropriate and safe for my Child. Evidence of required licensure and insurance for lawful Transportation of my Child has been provided to my satisfaction, without any participation, recommendation, review or referrals by or from the "School".

3. _____ (Initial) During any period in which my Child is being Transported by me to/from this Field Trip, or is Supervised by me on this field trip, my Child is not part of the Field Trip and is not in the care, custody, or control of the school, but rather is within my care, custody, and control. The Field Trip begins for my Child only after the following two conditions are satisfied by me: (1) my Child is physically Transported to the Field Trip destination by the means I have arranged; and (2) the Principal's Field Trip Coordinator/Designee knowingly and with affirmative acknowledgement assumed care, physical custody, and control of my Child at the Field Trip destination.

4. _____ (Initial) I understand that dropping my Child off at the Field Trip destination does not constitute an adequate transfer of care, custody, and control of my Child to School personnel. It is my responsibility to ensure that the Principal's Field Trip Coordinator/Designee has knowingly and with affirmative acknowledgement assumed care, physical custody, and control of my Child at the Field Trip destination.

5. _____ (Initial) I ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE related to or arising from Transportation of my Child to/from the Field Trip.

6. _____ (Initial) To the fullest extent permitted by applicable law, I hereby forever RELEASE, WAIVE, DISCHARGE, AGREE TO INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS, FROM ALL LIABILITY TO ME, MY CHILD, OUR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREOF, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF MY CHILD, RELATED TO OR ARISING FROM TRANSPORTATION OF MY CHILD TO/FROM THE FIELD TRIP.

7. _____ (Initial) If any portion of this Agreement is held invalid, the balance of the Agreement shall continue in full legal force and effect. Any action brought to enforce this Agreement shall be brought exclusively in an appropriate court in and for Broward County, Florida, and Florida law shall govern any such action. The school, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in § 768.28, Florida Statutes. No provision of this Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

PARENT/GUARDIAN'S SIGNATURE

PRINTED NAME

DATE