

WAIVER AND RELEASE OF LIABILITY

In consideration for receiving permission from the Irvine Unified School District (the "District") to bring a service animal on school property and/or to school-sponsored programs and activities, _____

_____, the undersigned, I agree to the following waiver and release of liability and make the following representations:

I understand, acknowledge, and agree that bringing a service animal on school property or to school-sponsored programs or activities presents the potential for property damage, death or serious injury, and/or illness to myself, my child, students, District employees, and/or other third parties.

I understand, acknowledge, and agree that at all times while on school property or at school-sponsored programs and/or activities, I am (or my child is) bringing the service animal to my (or my child's) own risk.

I hereby certify that my (or my child's) animal has received proper individualized training and certification to be a service animal.

I further certify that I (or my child) have received proper individualized training and/or certification to handle, control, and supervise a service animal.

I understand, acknowledge, and agree that my (or my child's) animal shall remain properly harnessed or on a leash at all times while on a school property or at school-sponsored programs or activities and shall wear an identification tag at all times that identifies the animal as a service animal.

I understand, acknowledge, and agree that I (or my child) shall be responsible for the cleanliness of the animal at all times while on school property or at school-sponsored programs or activities to protect the health and safety of others.

I do hereby forever release, discharge, indemnify, and hold harmless the District and its trustees, officers, employees, agents, insurers, contractors, servants, and volunteers from or against any and all claims or demands on any child or myself, students, District employees and/or other third parties for personal injury, illness, medical expenses and death as well as property damages and expenses of any nature whatsoever caused by my (or my child's) animal while on school property or at school-sponsored programs or activities.

In the event a third party brings a claim and/or demand against the District and/or its trustees, officers, employees, agents, insurers, contractors, servants, or volunteers for personal injury, illness, medical expenses, death, property damage, or any other expenses whatsoever caused by my (or my child's) animal while on school property or at school-sponsored programs or activities, I hereby agree to assume any and all liability resulting from such claims and/or demands and to pay any and all legal fees and costs which the District and/or its trustees, officers, employees, agents, insurers, contractors, servants, or volunteers may incur to respond to or defend such claims and/or demands.

The release and discharge of liability herein includes, but is not necessarily limited to all claims, demands, losses, causes of actions, suits and/or judgments on any and every kind that may occur as a result of my (or my child's) animal's actions while on school property or at school-sponsored programs or activities.

If I am a parent or legal guardian of a student under eighteen (18) years of age, I have read and voluntarily agree that said minor has my permission to bring his/her service animal on school property and/or to school-sponsored programs and activities and I sign this release on his/her behalf.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THAT THIS IS A WAIVER AND RELEASE OF LIABILITY BETWEEN THE DISTRICT AND MYSELF. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS WAIVER AND RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

Signature of user of Service Animal

Signature of Parent/Legal Guardian, if Individual is a minor under the age of 18

Irvine Unified School District