

In consideration of St. Brendan High School furnishing a loaner iPad ("equipment") as more specifically described below, I agree as follows:

I acknowledge that I have been provided the equipment and that the equipment I have received is in proper working order, except as noted. It is insured with AppleCare and will cover two incidents of accidental damage. In the case of a broken iPad, I will meet with the school's technology personnel prior to taking the iPad to the Apple Store for repair. I will return any equipment on time and in the same condition as I have received it; minor wear and tear expected, or pay for any repairs necessary. I will pay the retail replacement cost for provided equipment which is lost, stolen or damaged beyond repair.

I agree to use provided equipment only in locations suitable for its use and only in the manner for which it is intended to be used. I agree not to operate or use my provided equipment in any way that may be illegal, against St Brendan High School's acceptable use policy, cause harm to myself, any other person or property or to the provided equipment. I agree not to let any other person use my provided equipment. Furthermore, I agree not to make any physical, hardware, or software modifications or alterations to the equipment including jail breaking the equipment, removing installed profiles, or installation of illegal applications.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify St Brendan High School and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of St Brendan High School equipment. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of St. Brendan High School.

\_\_\_\_\_ Replacement due to theft or loss will be charged at \$500 per incident.

(Initial)

\_\_\_\_\_ Resetting devices due to unapproved modifications will be charged to me at \$25 per incident. (Initial)

\_\_\_\_\_ I agree to return to St. Brendan High School all equipment immediately upon request. (Initial)

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING THE BOTTOM OF THIS WAIVER I AGREE... IT IS MY INTENTION TO ACCEPT AND RELIEVE ST BRENDAN HIGH SCHOOL FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which St Brendan High School or its agents is a party shall be Florida.

| Name of Student (print)  |                     |                    | Student #                |  |
|--------------------------|---------------------|--------------------|--------------------------|--|
| Signature                |                     |                    |                          |  |
| Name of parent or guar   | rdian (print)       |                    |                          |  |
| Signature of parent or g | guardian            |                    |                          |  |
| Street                   |                     |                    |                          |  |
| City                     | State               | Zip Code           |                          |  |
| Phone                    | E-mail              |                    | Date                     |  |
|                          | EQUIPME             | NT INFORMATION (To | be filled out in school) |  |
| Equipment Description    | iiPad, Apple charge | r and cable        |                          |  |
| Equipment SN             |                     |                    |                          |  |
| Equipment Damage/No      | otes                |                    |                          |  |