RELEASE AND WAIVER OF LIABILITY REGARDING CHILDREN WITH SEVERE MEDICAL CONDITIONS AND ADMINISTRATION OF EPINEPHRINE

[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 _____School, Bishop Erik Pohlmeier, 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 Witness	Parent/Guardian
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Relationship
_____ Date	_____ Date