



PARENT/LEGAL INDEMNITY AGREEMENT BETWEEN PARENTS AND ST. MARY CONGREGATION AND SCHOOL

_____ (hereinafter referred to as PARENTS) warrant that their son/daughter, _____, has an anaphylactic allergy to _____. PARENTS further warrant that if their son/daughter ingests _____ a severe allergic reaction could occur which could result in severe injury or death of their son/daughter.

PARENTS acknowledge that, although St. Mary Congregation and School (hereinafter ST. MARY) will attempt to create a safe environment which will prohibit their son/daughter from ingesting _____, ST. MARY cannot guarantee the safety of their son/daughter. In consideration for ST. MARY's effort to provide a safe environment for their son/daughter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARENTS agree to fully indemnify, defend and hold harmless ST. MARY, including all employees and volunteers, teachers, teacher aides, administrator, administrative staff, maintenance staff and the Archdiocese of Milwaukee from any and all claims or cause of action whatsoever brought by their son/daughter, their representative, agent, or the like, or his/her parents providing the claim or cause of action arises out of his/her anaphylactic allergy to _____, regardless of whether such claim results from the negligence of ST. MARY, its employees or volunteers, teachers, teacher aides, administrator, administrative staff, maintenance staff, or the negligence of the PARENTS or their daughter. Negligence as contemplated in this agreement does not include criminal negligence.

It is further understood that the sole responsibility of ST. MARY is to dispense the medication given them by the PARENTS for this condition, as directed by the papers received from the PARENTS. The maintenance of the presence and quality (including, but not solely, expiration dates and recalls of products) of the medication provided to the school for control of anaphylactic allergy response to _____ is the responsibility of the PARENTS.

This agreement only applies to the school year of _____, and will commence on the date the agreement is signed effective from the start of the current school year. This agreement only applies to claims arising out of the anaphylactic allergy to _____. PARENTS certify that they have read and have a full understanding of this agreement, and, as such understand that, if their son/daughter has an anaphylactic allergy attack from an exposure to _____ while at ST. MARY, or in the care of ST. MARY, that PARENTS will hold harmless, defend and indemnify ST. MARY, its employees and volunteers, teachers, teacher aides, administrator, administrative staff, maintenance staff, per the terms of this agreement. PARENTS further acknowledge that they have had the opportunity to fully discuss this agreement with a representative of ST. MARY to clarify any concerns or questions that PARENTS may have in regards to this agreement.

Mother _____ Date _____

Father _____ Date _____

Date _____ Representative of St. Mary Congregation and School