

BAKER CHARTER SCHOOLS

BACKGROUND CHECK WAIVER AND RELEASE OF LIABILITY FOR EXTRACURRICULAR INSTRUCTION FORM

STUDENT NAME: _____ (Student)
PARENT/LEGAL GUARDIAN NAME _____ (Parent/Guardian)
TYPE OF EXTRACURRICULAR INSTRUCTION _____ (Activity)
NAME OF EXTRACURRICULAR INSTRUCTOR/VENDOR _____ (Instructor)
LOCATION OF EXTRACURRICULAR INSTRUCTION _____ (Location)
DAYS/TIMES OF EXTRACURRICULAR INSTRUCTION _____

I, the undersigned Parent/Guardian of the above-named Student, desire that the Student participate in the above-described extracurricular Activity, to be instructed by the Instructor/Vendor to provide the desired instruction pursuant to a prior agreement between the Instructor/Vendor and the BCS (the "Vendor Background Check Waiver and Application for Extracurricular Instruction") a copy of which has been provided to me, and which I have had the opportunity to review, prior to the execution of this waiver and release. Baker Charter Schools ("BCS") has agreed to pay the costs of the Student's participation in the Activity, provided that the remaining balance of the Student's instructional funds is sufficient to cover the cost of the Activity. I shall be solely and exclusively responsible for payment of any costs incurred in excess of the instructional funds available to the Student as well as any and all membership dues or fees, uniform costs, and other supplies to the extent BCS does not pay for the same with the Student's instructional funds. In consideration for BCS's payment to instructor/vendor, I EXPRESSLY AGREE to bind Student, myself and our respective estates, heirs, and personal representatives or assigns to the following (the "Agreement"):

(1) PARENT/GUARDIAN DUTY OF SUPERVISION. Oregon law requires that all prospective contractors, not licensed by the Oregon Teachers Practices and Standards Commission ("TPSC"), submit to fingerprinting and a criminal background check (a "Background Check") to the extent that such contractors will have, or are likely to have, direct, unsupervised contact with students. See ORS 326.603/OAR 581-021-0500. "Direct, unsupervised contact" with the Student is defined for these purposes as any contact with the Student that provides the Instructor/Vendor the opportunity and probability for personal communication and/or touch when not under direct supervision.

The BCS represents, and I hereby understand and agree, that the Instructor/Vendor has **not** been authorized by the BCS to have direct, unsupervised contact with students. The BCS further represents, and I hereby further understand and agree, that the above-named Instructor/Vendor of the Activity is not licensed by the TPSC, and has not been required by the BCS to submit to any Background Check otherwise required under Oregon law.

As such, I understand and hereby agree to accept the responsibility to supervise the Student at all times during the Student's participation in the Activity. By signing this document, I acknowledge that it is my responsibility, and I hereby agree, that I, or my spouse, or other properly designated legal guardian, shall remain onsite at the location indicated above at all times during the Activity, or at any other site at which the Activity is occurring, and shall remain in the presence of the Student at all times the Student is in the presence of the Instructor/Vendor is not afforded any direct, unsupervised contact with the Student.

(2) ASSUMPTION OF ANY AND ALL RISKS. I understand and agree that Student's attendance and participation in the Activity is purely voluntary, and that I have authorized such attendance and participation. The Activity has been explained to me by the BCS and/or the Instructor/Vendor, and I fully understand that the Activity may carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but may range from (1) minor injuries such as scratches, bruises, and sprains, to (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death. I know, understand, and appreciate these and other risks that are inherent in the Activity. I also understand that there may be other risks of social or economic losses that are not known to me or not readily foreseeable at this time. In addition, the risks of allowing my child to have direct, unsupervised contact with an Instructor/Vendor for whom no Background Check has been conducted have been explained to me by the BCS. I fully understand the risks and the potential for injuries to the Student that may result from the Instructor/Vendor having direct, unsupervised contact with the Student, including any risks or injuries that may have been foreseeable if the results of a Background Check of the Instructor/Vendor had been known to me, or to the BCS, prior to my authorizing the Student's participation in the Activity. Such risks or injuries include, but are not limited to, the risk of verbal, emotional, physical, and/or sexual abuse of the Student by the Instructor/Vendor, and any emotional or bodily harms flowing therefrom. I also understand that there may be other risks of social or economic losses that are not known to me _____ or not readily foreseeable at this time. I hereby expressly and specifically accept and assume all such risks on behalf of myself and Student, including the risk of the unavailability of emergency medical care and the risk of negligent or intentional acts committed by another person, and accept all losses, costs, and damages that I may incur through the Student's participation in the Activity and/or my failure to supervise the Student and Instructor/Vendor, or otherwise allow the instructor/vendor to have direct, unsupervised contact with the Student.

(3) RELEASE AND AGREEMENT NOT TO SUE. I knowingly and willingly release, forever discharge, and hold harmless the BCS its successors, assigns, board of directors, administrators, teachers and volunteers from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise or as a result of the Student's

participation in the Activity, the lack of a Background Check of an Instructor/Vendor, and/or my failure to supervise the Student and Instructor/Vendor, or otherwise allow an Instructor/Vendor to have direct, unsupervised contact with the Student. I understand that this release discharges BCS from any liability or claim that I or Student may have against the BCS with respect to any losses or damages, including without limitation, any bodily injury, personal injury, illness, death or property damage, that may result from participation in the Activity, the lack of a Background Check for the Instructor/Vendor, and/or my failure to supervise the Student and Instructor/Vendor, or otherwise allow an Instructor/Vendor to have direct, unsupervised contact with the Student. I understand that this release discharges BCS from any liability or claim the I or Student may have against the BCS with respect to any losses or damages, including without limitation, any bodily injury, personal injury, illness, death or property damage, that may result from participation in the Activity, the lack of a Background Check for the Instructor/Vendor, and/or my failure to supervise the Student and Instructor/Vendor, or otherwise allow the Instructor/Vendor to have direct, unsupervised contact with the Student, to the extent such losses or damages are not caused by the intentional conduct of the BCS, or its directors, administrators, teachers, volunteers, agents or otherwise. I also understand that the BCS does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health or disability insurance in the event of injury or illness.

THIS RELEASE IS A COMPLETE AND FINAL RELEASE AND SURRENDER OF EACH AND EVERY CLAIM OR CAUSE OF ACTION FOR DAMAGES, LOSS, EXPENSES, AND/OR INJURIES, WHETHER TO PERSON OR PROPERTY, THAT I OR STUDENT WILL OR MAY HAVE AGAINST THE BCS, ITS DIRECTORS, ADMINISTRATORS, TEACHERS, VOLUNTEERS, SUCCESSORS, ASSIGNS, AGENTS OR OTHERWISE.

(4) WAIVER. I agree to waive the protection afforded by any statute or law in any state or other jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist as the time of executing the release.

(5) INDEMNITY AGREEMENT. I agree to indemnify and hold harmless the BCS with respect to any and all actions, claims, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising from or in connection with Student's participation in the Activity, and I agree to reimburse School for any such expenses incurred.

(6) BONA FIDE PROVIDER. I represent that, to the best of my knowledge, the Instructor/Vendor is a bona fide, properly trained and qualified, commercial vendor of the services sought, and is not willing to provide instruction to the Student simply on the basis of an existing, prior, or insider relationship with me, the Student, or my and/or the Student's family.

(7) CHOICE OF LAW AND SEVERABILITY. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

I HAVE READ AND UNDERSTAND THIS BACKGROUND CHECK WAIVER AND RELEASE OF LIABILITY FOR EXTRACURRICULAR INSTRUCTION FORM. I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE, ON BEHALF OF MYSELF AND STUDENT. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AND REPRESENT AND WARRANT THAT I AM STUDENT'S PARENT AND/OR LAWFUL GUARDIAN AND THAT I AM FULLY AUTHORIZED, AND NOT OTHERWISE RESTRICTED UNDER ANY COURT ORDER, DECREE, JUDGEMENT OR TERMS OF ANY DIVORCE OR PARENTING SETTLEMENT AGREEMENT FROM GRANTING PERMISSION FOR STUDENT TO PARTICIPATE IN THE ACTIVITY AND SIGNING THIS AGREEMENT. I INTEND THAT THIS AGREEMENT CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, this Agreement is effective upon signature.

PARENT/LEGAL GUARDIAN'S SIGNATURE

DATE

PRINCIPAL'S SIGNATURE

DATE