

OSS 2009 REDUCING RISK

"FIVE LIABILITY PET PEEVES"

ERIK J. KNAK, ARM, MBA
KNAK & COMPANY
OCTOBER 20, 2009

CUSHIONING MATERIAL

- ❑ MONTHLY DOCUMENTED SELF-INSPECTIONS
- ❑ AT LEAST 9 INCHES OF CUSHIONING MATERIAL
- ❑ WOOD CHIPS, PEA GRAVEL, SAND PROVIDED UNDER AND AROUND EACH APPARATUS YEAR-ROUND

SOCCER GOALS

- ❑ NEED TO BE SECURED BY STAKES OR AUGER ANCHORS WHEN IN USE
- ❑ HOMEMADE GOALS CAN BE HEAVY AND UNSTABLE
- ❑ REMOVE NETS WHEN GOAL IS NOT IN USE
- ❑ CHAIN GOALS TO STURDY FIXTURES WHEN NOT IN USE
- ❑ INSPECT GOALS SEASONALLY

MULTIPLE OUTLET STRIPS

- ▣ MINIMIZE USE
- ▣ IF USED, DO NOT PLUG INTO AN EXTENSION CORD - PLUG DIRECTLY INTO THE BUILDING'S POWER SUPPLY
- ▣ IF USED, LOOK FOR UNITS WITH ITS OWN BREAKER
- ▣ INSPECT AN REPLACE - UNITS AGE CREATING ADDITIONAL EXPOSURE

GROUND FAULT PROTECTION

- ▣ INSTALLATION OF GROUND FAULT CIRCUIT INTERRUPTERS ON ELECTRICAL OUTLETS WITHIN 6 FEET OF SINKS, DRINKING FOUNTAINS, ALL RESTROOM RECEPTILES AND ANY OUTSIDE "WET" AREAS.
- ▣ UNIT COST TYPICALLY LESS THAN \$10
- ▣ DIFFICULT TO DEFEND - GOV'T CODE 835 - CONSTRUCTIVE NOTICE

FILE CABINETS

- ▣ TOPPLING HAZARD
- ▣ NEED TO BE ADEQUATELY SECURED BY BOLTING OR BRACING TO EACH OTHER, WALL OR FLOOR TO MITIGATE TOPPLING HAZARD
- ▣ ANOTHER DIFFICULT LEGAL ARGUMENT - GOV'T 835 - CONSTRUCTIVE NOTICE + CHEAP FIX

**NORTHERN
CALIFORNIA
SCHOOLS
INSURANCE
GROUP**

CONFIDENTIAL –ACCIDENT/INJURY REPORT

This form should be completed on all injuries to students or non-students (other than District employees) and turned in immediately to your District Office for transmittal to your NCSIG Servicing Agent. In case of serious injury, please call your Agent immediately and then fax/mail the report.

Date Reported		Date of Injury		Time of Injury	
----------------------	--	-----------------------	--	-----------------------	--

Name of NCSIG Member	
-----------------------------	--

Name of Injured Person	
Age or Birthdate	
Parent or Other Contact	
Address	
Telephone Number	()

Description of Injury	
------------------------------	--

Cause of Injury	
------------------------	--

Medical Attention Given	
--------------------------------	--

By Whom?	
-----------------	--

Disposition of Injured Person <i>(return to class, home, Dr., hospital)</i>	
---	--

Witnesses to Injury		
Name	Address	Phone #

What contact, if any, was made with home?	
--	--

If a non-student, state why injured person was on premises:	
--	--

Name of supervisor on duty at time of accident	
Was supervisor present at time of accident?	<input type="checkbox"/> yes <input type="checkbox"/> no

Submitted by		Title	
Phone #		Signature	

CONFIDENTIAL (For Possible Litigation Purposes)

1

JPA MEMBER DATE STAMP WHEN
RECEIVED: _____

TUCKER UNIFIED SCHOOL DISTRICT

CLAIM FOR INJURY OR DAMAGE

1. NAME OF CLAIMANT: _____ AGE: _____

2. RESPONSIBLE PARENT / GUARDIAN: _____
NAME OF OTHER PERSON FOR
LEGAL NOTIFICATION: _____
LEGAL MAILING ADDRESS: _____
TELEPHONE NUMBER: () _____

3. RESIDENCE ADDRESS OF CLAIMANT: _____

4. DATE OF ACCIDENT OR LOSS: _____ TIME OF DAY: _____

5. LOCATION OF ACCIDENT: _____

6. PLEASE DESCRIBE WHAT HAPPENED AND WHY YOU FEEL THE INSURED IS
RESPONSIBLE: _____

(use additional sheets if necessary)

7. THE NAME(S) OF PERSON(S) CAUSING THE ACCIDENT OR LOSS (IF ANY):

8. AMOUNT YOU ARE CLAIMING:
\$ _____ Medical Expense _____
\$ _____ Property Loss _____
\$ _____ Other _____
\$ _____ TOTAL CLAIM _____

9. NAMES AND ADDRESSES OF WITNESSES: _____

10. DOES THE CLAIMANT HAVE MEDICARE COVERAGE ??? _____

I declare under penalty of perjury that the above statements are true and correct.

Signature of Claimant or Representative

Date

CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Every person who with intent to defraud, presents for allowance or payment any false or fraudulent claim against a public entity may be guilty of a felony. (See California Penal Code 72)

KNAK & COMPANY

Erik J. Knak, ARM, MBA
CA Adj. Lic. 2739703

P.O. Box 990520 - Redding, CA 96099
(530) 247-1049 - Telephone
(530) 247-7108 - Facsimile
ejknak@jett.net

Public Entity Claims
Administration / Audits

October 20, 2009

Bill Tucker, Jr., Superintendent
Tucker Unified School District
2133 High Street
Selma, CA 93662

RE: Claimant : Tommy Tripinfall
Claim No. : 100007
Loss Date : 09-15-09
Loss Type : Bodily Injury

Dear Superintendent Tucker:

This will serve to acknowledge receipt of the above captioned claim.

Per my review of the claim, it is advised that the District Board vote to reject the claim at its next meeting, followed by a rejection letter issued certified on District letterhead to the Claimant.

A sample rejection letter has been attached as a guide.

Kindly forward a copy of the District rejection letter to my attention once it has been issued.

In brief, the ½ inch rise in the sidewalk does not constitute a “dangerous condition of public property” as defined by Government Codes 830 and 835.

Please feel free to contact me at 866-473-2054 if you have any comments or questions.

Sincerely,

Erik J. Knak, ARM, MBA
Claims Administrator

Enclosure

Cc: Donna Murry
Tucker-Alexander Insurance

3

NOTICE OF REJECTION OF CLAIM

(To be forwarded on governmental entity letterhead)

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Date: November 19, 2009

To: Tammy Tripinfall
111 N. First Street
Selma, CA 93662

Re: Claim of Tommy Tripinfall against the Tucker Unified School District

Dear Ms. Tripinfall:

NOTICE IS HEREBY GIVEN that the claim which was presented to the Tucker Unified School District on October 14, 2009 was REJECTED on November 17, 2009.

WARNING

Subject to certain exceptions, you have only (6) months from the date this notice was personally delivered or deposited in the mail to file a state court action on this claim. (See Government Code 945.6).

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Please also be advised that, pursuant to Sections 128.5 and 1038 of the California Code of Civil Procedure, the District will seek to recover all costs of defense in the event an action is filed in the matter and it is determined that the action was not brought in good faith and with reasonable cause.

Sincerely,

NOTICE OF UNTIMELY CLAIM

(To be forwarded on governmental entity letterhead)

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Date: October 20, 2009

To: Sally Scarface
222 N. First Street
Selma, CA 93662

Re: Claim of Steve Scarface against the Tucker Unified School District

Dear Ms. Scarface:

NOTICE IS HEREBY GIVEN that the claim you presented to the Tucker Unified School District is being returned because it was not presented within six months after the event or occurrence as required by law. See Section 901 and 911.2 of the Government Code.

Because the claim was not presented within the time allowed by law, no action was taken on the claim.

Your only recourse at this time is to apply without delay to the Tucker Unified School District for leave to present a late claim. See Sections 911.4 and 912.2, inclusive, and Section 946.6 of the Government Code. Under some circumstances, leave to present a late claim will be granted. See Government Code 911.6 of the Government Code.

Sincerely,

APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM

TO: Tucker Unified School District
2133 High Street
Selma, CA 93662

FROM: Sally Scarface
222 N. First Street
Selma, CA 93662

Sally Scarface hereby applies to the Tucker Unified School District for Leave to Present a Late Claim against said Tucker Unified School District, pursuant to Section 911.4 of the California Government Code.

The cause of action of Sally Scarface as set forth in her proposed claim attached hereto, accrued on March 3, 2009, a period within one-year from the filing of this application.

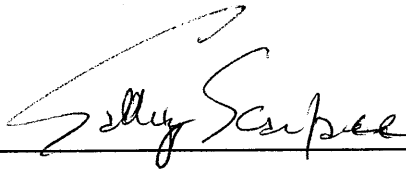
Sally Scarface's reason for the delay in presenting her claim against the Tucker Unified School District is as follows:

(SPECIFY FACTS JUSTIFYING DELAY IN PRESENTATION BELOW):

I was struck in the head by a large rock thrown by a student. I remained in a coma until September 27, 2009.

DATED: November 1, 2009

CLAIMANT'S SIGNATURE: _____

Handwritten signature of Sally Scarface in cursive script, written over a horizontal line.

NOTICE OF UNTIMELY CLAIM

(To be forwarded on governmental entity letterhead)

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Date: October 20, 2009

To: Connie Cutlip
333 N. First Street
Selma, CA 93662

Re: Claim of Curt Cutlip against the Tucker Unified School District

Dear Ms. Cutlip:

NOTICE IS HEREBY GIVEN that the claim you presented to the Tucker Unified School District on October 14, 2009 will not be accepted for consideration because it was not presented within ONE-YEAR of the date of accrual of the cause of action as required by law. Accordingly, the claim has not and will not be considered on its merits. See Government Code Section 911.2.

Sincerely,

Notice of Granting of Application to Present Late Claim

(To be forwarded on governmental entity letterhead)

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Date: November 17, 2009

TO: Sally Scarface
222 N. First Street
Selma, CA 93662

RE: Claim of Sally Scarface against the Tucker Unified School District

Dear Ms. Scarface:

NOTICE IS HEREBY GIVEN that the application which you presented to the Tucker Unified School District on November 1, 2009 for leave to present a late claim after expiration of the time allowed by law for doing so was granted on November 16, 2009.

Your claim is now under consideration by the Tucker Unified School District and will be acted upon within 45 days after the date on which your application was granted, as set out above subject to any extensions of time authorized by law.

Sincerely,

8

Notice of Denial for Application to Present Late Claim

(To be forwarded on governmental entity letterhead)

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Date: November 17, 2009

TO: Sally Scarface
222 N. First Street
Selma, CA 93662

RE: Claim of Sally Scarface against the Tucker Unified School District

Dear Ms. Scarface:

NOTICE IS HEREBY GIVEN that the application which you presented to the Tucker Unified School District on November 1, 2009 for leave to present a late claim after expiration of the time allowed by law for doing so was denied on November 16, 2009.

WARNING

If you wish to file a court action on this matter, you must first petition the appropriate court for an order relieving you from the provisions of Government Code 945.4 (claims presentation requirement). See Government Code Section 946.6. Such petition must be filed with the court within (6) months from the date your application for leave to present a late claim was denied.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

RELEASE FOR PROPERTY DAMAGE ONLY

I/We _____ Harry Honda _____

For myself / ourselves, my / our heirs, executors, administrators, successors and assigns in consideration of **\$1,999.98** hereby remise, release and forever discharge the Tucker Unified School District, Bob Baddriver and its / his / her heirs, executors, administrators, employees, successors and assigns from and against all claims, demands, actions, and causes of action for damages whensoever and howsoever arising on account of property damage on September 10, 2009 at or near Thompson Avenue in Selma, California.

The above sum stated as a consideration of this Release is to be paid as follows:

TO: Harry Honda - \$1,999.98

IT IS UNDERSTOOD AND AGREED that neither this Release nor any payment made pursuant hereto is to be taken as an admission of liability on the part of any person in whose favor this Release is given.

IN WITNESS WHEREOF I / we have signed this Release at _____
in the State of California this _____ day of _____, 2009.

IN THE PRESENCE OF

(Harry) x. _____

Witness

Address

Witness

Address

RELEASE OF ALL CLAIMS

(CALIFORNIA FORM)

KNOW ALL (WO)MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for the sole consideration of Five-Thousand and 00/100

Dollars \$5,000.00

to the undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for my/ours/ its, heirs, executors, administrators, successors and assigns release, acquit and forever discharge

the Tucker Unified School District, Bob Baddriver

and his, her, their, or its agents, employees, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, property damage, and/ or benefit issues, and the consequences th from the accident, casualty or event which occurred on September 10, 2009 at Thompson Avenue in Selma, California.

Payment is authorized as follows: Robert Runover - \$5,000.00

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation any buy their peace.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery herefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, affect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

FOR YOUR PROTECTION OF CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

"IT IS UNLAWFUL TO:

- A) PRESENT OR CAUSE TO BE PRESENTED ANY FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS UNDER A CONTRACT OR INSURANCE
- B) PREPARE, MAKE, OR SUBSCRIBE ANY WRITING, WITH INTENT TO PRESENT OR USE THE SAME, OR TO ALLOW IT TO BE PRESENTED OR USED IN SUPPORT OF ANY SUCH CLAIM. EVERY PERSON WHO VIOLATE ANY PROVISION OF THIS SECTION IS PUNISHABLE BY IMPRISONMENT IN THE STATE PRISON NOT EXCEEDING THREE YEARS, OR BY FINE NOT EXCEEDING ONE THOUSAND DOLLARS, OR BY BOTH."

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20 _____

CAUTION: READ BEFORE SIGNING BELOW

WITNESS (Robert) X. _____ L.S.

WITNESS _____ L.S.

_____ L.S.

STATE OF CALIFORNIA)S.S.
COUNTY OF _____)S.S.

On the _____ day of _____, 20 _____, before me personally appeared _____

To me known to be the person(s) named herein and who executed the foregoing Release and Acknowledged to me that _____ voluntarily executed the same.

My term expires _____, 20 _____

RELEASE AND INDEMNITY AGREEMENT

(Parent or Guardian)

KNOW ALL (WO)MEN BY THESE PRESENTS, that the Undersigned do(es) hereby acknowledge receipt of draft for One-Thousand, Nine-Hundred, Twelve and 76/100 Dollars (\$1,912.76) draft is accepted in full compromise settlement and satisfaction of, and as sole consideration for the final release and discharge of, all actions, claims, and demands whatsoever, that now exist, or may hereafter accrue, against the Tucker Unified School District and any other person, employee, corporation, association or partnership charged with responsibility for injuries / any other damages to the person of Bennie Brokenwrist, a minor, and the treatment thereof and the consequences flowing therefrom, as a result of an accident, casualty or events which occurred on or about June 4, 2009 at or near the Murry School in Selma, California, and for which the said minor and the Undersigned claim the above named persons or parties are legally liable for damages; which legal liability and damages are disputed and denied; and

The Undersigned Warrants, that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the person or parties released, or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages and/or legal Liability therefore; and

The Undersigned Agrees, as a further consideration and inducement for this compromise settlement, to protect and hold harmless the above named persons or parties from all actions, claims, and demands whatsoever, that may now exist, or may hereafter accrue as a result of said injuries to said minor and to reimburse and make good to the above named persons or parties may pay or be required to pay as a result of any such action, claim or demand by said minor or any other party or party action on behalf of said minor.

Signed and Sealed this _____ day of _____, 2009

At _____

City State

(Barbie)X.

Witness to Signature

Witness to Signature

The said minor is to sign below if he (she) is 15 years or more of age. I understand this is a final settlement of all actions, claims, and demands whatsoever on account of the abovementioned settlement and I do certify that I am fully entitled to this settlement.

N/A

**VOLUNTARY EXCURSION/FIELD TRIP NOTICE AND MEDICAL
AUTHORIZATION - MINOR**

Dear Parent/Guardian:

Kindly complete and return two signed copies of this form to _____
_____ (name _____ has my permission to participate in the following voluntary activity:

Destination: _____

Departure Date & Time: _____ Return Date & Time: _____

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgement of the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

As stated in California Education Code Section 35330, I understand that I hold the Calanywhere School District its officers, agents and employees harmless from any and all liability or claims, which may arise out of or in connection with my child's participation in this activity.

I fully understand that participants are to abide by all rules and regulations governing conduct during the trip. Any violation of these rules and regulations may result in that individual being sent home at the expense of his/her parent/guardian.

Parent/Guardian Signature: _____ Date: _____

Address: _____ Phone: _____

Student Signature: _____ Date of Birth: _____

Medical Insurance Carrier _____ Policy No. _____ Address _____

A special note to Parent/Guardian: (1) All drugs must be registered on this form; (2) All drugs, excepting those which must be kept on the student's person for emergency use, must be kept and distributed by the staff; (3) L) Check here if there are special problems that the staff should be aware of and no drugs are required on the trip; (4) If any medication or drugs are to be taken by student, list them here: (Name of drug and reason) _____ If your son or daughter has a special medical problem, kindly attach a description of that problem to this sheet.

**SAMPLE VOLUNTARY ACTIVITY WAIVER RELEASE
AND INDEMNITY AGREEMENT**

For and in consideration of permitting ___(Participant)___ to participate in ___(Activity)___ at ___(Location)___, in New York City, in the State of New York, on the ___ day of ___, 2001, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death, occurring to him/herself arising as a result of engaging or receiving instructions from said activity incidental thereto wherever or however the same may occur, and the undersigned does for him/himself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the Menoher Unified School District or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

IT IS THE INTENTION OF ___(PARTICIPANT)___ BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE MENOHER UNIFIED SCHOOL DISTRICT FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the Menoher Unified School District, he/she shall indemnify and save harmless the same Menoher Unified School District from any and all claims or causes of action by whomever and wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (3) paragraphs, is fully and completely aware of the potential damages incidental to engaging in the activity of ___(Activity)___, and is full aware of the legal consequences of signing the within incident.

Signature (Participant) Date

Signature (Witness) Date

**VOLUNTARY ACTIVITY PARTICIPATION FORM
ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK**

_____ wishes to participate in the District-sponsored activities of

I understand and acknowledge that these activities, by their very nature, pose the potential risk of serious injury/illness to individuals who participate in such activities.

I understand and acknowledge that some of the injuries/illnesses which may result from participating in these activities include, but are not limited to, the following:

- | | |
|------------------------------|--------------------------|
| 1. Sprains/strains | 5. Paralysis |
| 2. Fractured bones | 6. Loss of eyesight |
| 3. Unconsciousness | 7. Communicable diseases |
| 4. Head and/or back injuries | 8. Death |

I understand and acknowledge that participation in these activities is completely voluntary and as such is not required by the District.

I understand and acknowledge that in order to participate in these activities, I agree to assume liability and responsibility for any and all potential risks which may be associated with participation in such activities.

I understand, acknowledge, and agree that the District, its employees, officers, agents, or volunteers shall not be liable for any injury/illness suffered by me which is incident to and/or associated with preparing for and/or participating in this activity.

I acknowledge that I have carefully read this **VOLUNTARY ACTIVITIES PARTICIPATION FORM** and that I understand and agree to its terms.

Student Signature

Date

Parent/Guardian

Date

A signed **VOLUNTARY ACTIVITIES PARTICIPATION FORM** must be on file with the District before a student will be allowed to participate in the above activities.

STUDENT VOLUNTARY TRANSPORTATION AGREEMENT

NOTE: Although the District is providing transportation for a specific activity, there may be instances where a student wishes to provide for his/her transportation. It is important that parents/guardians agree in writing.

Student Name _____

Activity(ies) _____

I understand the District is providing transportation to and from the above activity. However, I do not wish to avail myself of the transportation provided by the District.

The above student hereby requests permission to provide for his/her own transportation at his/her own expense.

IT IS FULLY UNDERSTOOD THAT THE DISTRICT IS IN NO WAY RESPONSIBLE, NOR DOES THE DISTRICT ASSUME LIABILITY, FOR ANY INJURIES OR LOSSES RESULTING FROM THIS NON-DISTRICT SPONSORED TRANSPORTATION. ALTHOUGH THE DISTRICT MAY ASSIST IN COORDINATING TRANSPORTATION AND/OR RECOMMEND TRAVEL TIME, ROUTES, OR CARAVANNING TO OR FROM THIS EVENT, I FULLY UNDERSTAND THAT SUCH RECOMMENDATIONS ARE NOT MANDATORY.

I ALSO UNDERSTAND THAT THE DRIVER IS NOT DRIVING AS AN AGENT OF OR ON BEHALF OF THE DISTRICT.

Student Signature

Date

Parent/Legal Guardian
(If Student under 18 years of age)

Date

District Approval Signature

Date

NON-DISTRICT TRANSPORTATION NOTICE

NOTE: Districts are cutting back on providing student transportation for many activities. It is important that the District notify the parent/guardian of this and that the District assume no responsibility or liability for the transportation arrangements of their child.

The undersigned hereby acknowledges and understands that the District is NOT providing transportation to the _____ school-sponsored activities and that it is the responsibility of the undersigned to arrange for transportation.

As parent/legal guardian, I hereby authorize and give permission for my child, _____ (child's name), to drive himself/herself or to ride as a passenger in a vehicle driven by another student or parent.

The undersigned acknowledges and understands that the driver is not driving on behalf of or as an agent of the District. Further, the undersigned understands that the District has not verified the driving record of the driver or the mechanical condition of the vehicle.

IT IS FULLY UNDERSTOOD THAT THE DISTRICT IS IN NO WAY RESPONSIBLE, NOR DOES THE DISTRICT ASSUME LIABILITY, FOR ANY INJURIES OR LOSSES RESULTING FROM THIS NON-DISTRICT SPONSORED TRANSPORTATION. ALTHOUGH THE DISTRICT MAY ASSIST IN COORDINATING THE TRANSPORTATION AND/OR RECOMMEND TRAVEL TIME, ROUTES, OR CARAVANNING TO OR FROM THIS EVENT, I FULLY UNDERSTAND THAT SUCH RECOMMENDATIONS ARE NOT MANDATORY.

Parent/Guardian's Signature

Date

Student's Signature

Date