

~~Non~~EMPLOYEE CHAPERONE
ACKNOWLEDGEMENT OF RISK AND LIABILITY WAIVER AGREEMENT

_____, (hereinafter referred to as "the undersigned"), agree to the following understandings:

1. For and in consideration of the mutual benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree to release, hold harmless, defend and indemnify Lakeside High School, DeKalb County Board of Education and DeKalb County School District, its members, officials, officers, agents and assigns, and employees (hereinafter jointly referred to as the "Released Parties") from and against any and all claims, demands, rights, loss, damages of every kind and description (including, but not limited to, court costs, investigative expenses, and attorneys' fees, liabilities, suits, legal or administrative proceedings, action and causes of action arising out of, or in connection with, acts of individual terrorists or terrorist organizations, the personal injury, illness, death and/or property damage or breach of contract resulting to the undersigned, caused by the acts or omissions of the Released Parties while I am acting as a chaperone in the trip to Hawaii on April 4, 2020 through April 10, 2020 in Hawaii, USA (hereinafter "Trip"). The undersigned agree further to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the undersigned resulting from events over which the Released Parties exercise no control, such as Acts of God, strikes or government restrictions. The undersigned agree further to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of personal injury and/or property damage that the chaperone or coach either causes or contributes to while participating in the Trip and/or from any financial obligations which the undersigned may incur on the Trip. The undersigned agree further to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action of any nature or kind, brought by, or on behalf of, the coach or chaperone directly against the Released Parties for any acts or omissions of the Released Parties in connection with the Trip.
2. The undersigned agree and acknowledge that no responsibility is assumed by the Released Parties for the loss of personal property or damage to luggage or any personal belongings of the undersigned.
3. It is understood that medical health insurance coverage for the chaperone that is applicable in Hawaii, is the responsibility of the undersigned, who expressly accept financial responsibility for any and all medical and/or dental care the coach or chaperone requires during the Trip. The undersigned agree to provide the Released Parties with proof of medical health insurance coverage and a Medical Authorization form and assure the Released Parties that there are no known health related reasons or problems that would preclude or restrict the chaperone's participation in the Trip.
4. In further consideration for the Released Parties' agreement to allow you to act as a chaperone for the Trip during the round trip travel to and from Hawaii and during the time the group spends on the Trip, the undersigned hereby agree to release, defend, hold harmless and indemnify the Released Parties and their successors, heirs, executors and administrators from any and all liability caused by the acts or omissions of the Released Parties, and do hereby for the undersigned and the undersigned's heirs, executors and administrators waive, release and forever discharge any and all rights and claims for damages as a result of said acts or omissions, which the undersigned may have or which may hereafter accrue arising out of or in connection with the Trip.
5. The undersigned acknowledge that the Trip is organized, sanctioned and sponsored by Gateway Tours, and not or in any way organized or sponsored by Lakeside High School or DeKalb County School District.
6. This agreement will be governed by the laws of the State of Georgia. The undersigned hereby declare myself to be physically and mentally sound, and capable of entering into this agreement.
7. The undersigned represent that their agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, they have the right to consult with the attorney of their choice and have so exercised that right if so desired.

Chaperone Name Printed

Signature of Chaperone

Date