

Chula Vista Elementary School District

WAIVER AND RELEASE OF LIABILITY

Permission to Bring Guide Dogs, Signal Dogs, and Service Dogs
on District Property or to School-Sponsored Programs/Activities

In consideration for receiving permission from the Chula Vista Elementary School District (District) to bring a guide dog, signal dog, or service dog on District property and/or to school-sponsored programs and activities, I _____, the undersigned, agree to the following *Waiver and Release of Liability* and make the following representations.

I understand, acknowledge, and agree that bringing a guide dog, signal dog, or service dog on District property or to school-sponsored programs or activities presents the potential for property damage, death, serious injury, and/or illness to myself, my child, students, District employees, and/or other third parties.

I understand, acknowledge, and agree that at all times while on District property or at school-sponsored programs and/or activities, I am (or my child is) bringing the guide dog, signal dog, or service dog at my (or my child's) own risk.

I hereby certify that my (or my child's) dog has received proper individualized training and/or certification to be a guide dog, signal dog, or service dog.

I further certify that I (or my child) have received proper individualized training and/or certification to handle, control, and supervise a guide dog, signal dog, or service dog.

I understand, acknowledge, and agree that my (or my child's) dog shall remain properly harnessed or on a leash or tether at all times, or must otherwise be under the user's control (e.g., voice control, signals, or other effective means) while on District property or at school-sponsored programs or activities and shall wear an identification tag at all times that identifies the dog as a guide dog, signal dog, or service dog.

I understand, acknowledge, and agree that I (or my child) shall be responsible for the care and conduct of the dog at all times while on District property or at school-sponsored programs or activities.

Chula Vista Elementary School District

WAIVER AND RELEASE OF LIABILITY (continued)

I understand, acknowledge, and agree that I (or my child) shall be responsible for the cleanliness of the dog at all times while on District property or at school-sponsored programs or activities to protect the health and safety of others.

I do hereby forever release, discharge, indemnify, and hold harmless the District and its trustees, officers, employees, agents, insurers, contractors, servants, and volunteers from and against any and all claims or demands by myself, my child, students, District employees and/or other third parties for personal injury, illness, medical expenses, and death, as well as property damage and expenses of any nature whatsoever caused by my (or my child's) dog while on District property or at school-sponsored programs or activities.

In the event that a third party brings a claim and/or demand against the District and/or its trustees, officers, employees, agents, insurers, contractors, servants, or volunteers for personal injury, illness, medical expenses, death, property damage, or any other expenses whatsoever caused by my (or my child's) dog while on District property or at school-sponsored programs or activities, I hereby agree to assume any and all liability resulting from such claims and/or demands and to pay any and all legal fees and costs that the District and/or its trustees, officers, employees, agents, insurers, contractors, servants, or volunteers may incur to respond to or defend such claims and/or demands.

The release and discharge of liability herein includes, but is not necessarily limited to, all claims, demands, losses, causes of action, suits, and/or judgments of any and every kind that may occur as a result of my (or my child's) dog's actions while on District property or at school-sponsored programs or activities.

If I am a parent or legal guardian of a student under eighteen (18) years of age, I have read and voluntarily agree that said minor has my permission to bring his/her guide dog, signal dog, or service dog on District property and/or to school-sponsored programs and activities, and I sign this release on his/her behalf. _____ (Initials)

WAIVER AND RELEASE OF LIABILITY (continued)

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THAT THIS IS A WAIVER AND RELEASE OF LIABILITY BETWEEN MYSELF AND THE CHULA VISTA ELEMENTARY SCHOOL DISTRICT. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS WAIVER AND RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

Signature
User of Guide Dog, Signal Dog, or
Service Dog

Date

Parent/Legal Guardian Signature (if
individual is a minor under the age of 18)

Date

School District Representative
Approval

Date