

**RELEASE AND WAIVER OF LIABILITY
REGARDING CHILDREN WITH SEVERE ALLERGIES**

This is a RELEASE AND WAIVER OF LIABILITY REGARDING CHILDREN WITH SEVERE ALLERGIES (hereafter, referred to as the "Release") made the _____ day of _____, 20____ by and between _____ School (hereafter, referred to as the "School"), Bishop Victor Galeone, as Bishop of the Diocese of St. Augustine, a corporate sole, individually and their agents and employees and _____

(Parent(s)/Guardian(s))

residing at _____, who are the

Parent(s)/Guardian(s) of _____.

(Child's Name)

The School has been requested to administer medical treatment (including the administration of Epinephrine) to the child during certain situations when the child has come in contact with the allergen(s) as prescribed in writing on the child's "Authorization for Administrating Medical Treatment to Children with Severe Allergies", ("the Authorization").

In consideration of the agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parents(s)/Guardian(s) hereby release and forever discharge the School, its employees and agents from any and all liability arising in law or equity as a result of employees or agents, including specifically, but not limited to the child's teacher, administering epinephrine or providing any medical treatment to the child relating to such child's allergies.
2. This Release shall be governed by the laws of the State of Florida, which is the location of the School in which the child is enrolled, excluding its choice of law provisions.
3. This Release supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the Authorization (including any additional physicians' instructions or clarifications), which is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.
4. The reference in this Release to the term "the School" shall include the Diocese of St. Augustine, and their affiliates, successors, religious directors, officers, employees, agents and representatives. The terms Parent(s)/Guardian(s) shall include the dependents, heirs, executors, administrators, assigns and successors of each.
5. If any staff member determines that administration of an injection of medication provided by the Parent(s)/Guardian(s) or any other measure is necessary to counteract allergic reactions, the School shall be held harmless from any and all liability as a result of such action and the outcome of such administration or measure.

6. This Release also shall constitute an estoppel against any and all legal or equitable claims and the Parent(s)/Guardian(s) shall further hold harmless and indemnify the School in the event any claim is asserted by any third party against the parties covered by this agreement. The indemnification includes all cost and attorneys fees incurred by the School.
7. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of the Release. This Release shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

SCHOOL

By: _____

Name: _____

Title: _____

Date: _____

PARENT(S)/GUARDIAN(S)

By: _____

Name: _____

Relationship: _____

Date: _____

AUTHORIZATION FOR ADMINISTERING MEDICAL TREATMENT TO CHILDREN WITH SEVERE ALLERGIES

Date _____

Dear Doctor _____

Your patient, _____ is enrolled/enrolling in our School and we have been requested to provide certain medical treatment for the prevention of anaphylaxis in the event the child comes into contact with certain allergen(s), as described below. Please complete Part I of this instruction record. This record will remain in the child's file at our school so we may assist with the allergy care and needs of our student and your patient. If you need to provide further instructions or clarifications, please do so on a separate sheet of paper, that will become a part of this record and will be kept with this form in the child's file at _____ School.

Child's name: _____

Child's date of birth: _____

PART I (to be completed by physician)

ALLERGENS:

Please provide a complete list of all events and/or substances that may trigger a severe allergic reaction, (i.e. anaphylactic shock) in the child.

_____ Bee sting

_____ Other insect bite(s): (Identify) _____

_____ Animal fur: (Identify) _____

_____ Food Allergy: (Identify all foods that must be avoided) _____

_____ Other: (Identify) _____

SYMPTOMS:

Please provide a complete list of all symptoms indicating that the child has come into contact with an allergen and that he/she requires emergency treatment.

_____ Shortness of breath or difficulty in breathing

_____ Swelling of the face or lips

_____ Hives

_____ Vomiting

_____ Diarrhea

_____ Other: (Explain) _____

_____ Do not administer medication in the absence of known exposure to allergen. (Explain) _____

PROCEDURES:

Please indicate all steps necessary and the order in which they should be taken.

_____ Give Benadryl Elixir orally (dosage _____)

_____ Administer EpiPen, Jr. or _____

_____ Call the area's emergency medical personnel (e.g. "911")

_____ Call parent(s)/guardian(s), and child's physician

_____ Other (Explain) _____

RECREATIONAL ACTIVITIES:

1. The child may participate in recreational activities. () Yes () No

2. Activity restrictions: () None () Some restrictions
(Explain): _____

CHILD'S PHYSICIAN:

Name: _____

Address: _____

Telephone #: _____

Emergency contact #: _____

Signature: _____ Date: _____

PART II (to be completed by parents)

Parent(s)/Guardian(s):

Name: _____

Address: _____

Telephone #: _____

Emergency Contact #: _____