



Permission, Waiver and Release of Liability for Animals on Campus

In consideration for receiving permission from the San Ramon Valley Unified School District (the "District") to bring an animal on school property and/or to school-sponsored programs and activities, I agree to the following and make the following representations:

I understand and acknowledge that person(s) who handle the animal(s) do not have the same rights and privileges as Licensed Trainers or individuals with disabilities who have the right to be accompanied by a service animal.

I understand, acknowledge, and agree that bringing an animal(s) on school property or to school-sponsored programs and/or activities presents the potential for property damage, death or serious injury, and/or illness to me, my child, students, District employees, and/or other third parties.

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

I hereby certify that my (or my child's) animal(s), if a service animal or animal in training is/has received proper individualized training and certification to be a service animal and I agree to provide information from the training certification agency establishing the individualized training of the animal and the ability of the animal to be in public places.

I further certify that I (or my child), if relevant, have received proper individualized training and/or certification to handle, control, and supervise a service animal or animal in training and I agree to provide information stating as such.

I understand, acknowledge, and agree that my (or my child's) animal shall remain properly harnessed or on a leash at all times while on school property or at school-sponsored programs and/or activities. The animal shall wear an identification tag at all times that identifies the animal is approved by the district or as service animal or animal in training.

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

Service animals and animals in training must comply with all relevant federal and state laws.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the San Ramon Valley Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the animal(s), service animal or animal in training presence on school property and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

I understand that I may be asked to secure and maintain throughout the term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; and shall not commence performing any portion of the agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

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 animal, service animal or animal in training on school property and/or to school-sponsored programs and activities and I sign this release of his/her behalf.

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

User of Animal if over 18

Date

Parent/Legal Guardian Signature

Date

San Ramon Valley Unified School District

Date