**A**cademy for **C**haracter **E**ducation

 *■ Character ■ Home-Linked ■ Personalized ■ Classical*

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AceClassicalEd.org

**Background Check Waiver, Release, and Indemnity Agreement**

Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Student**”)

Name of Vendor: (“**Vendor**”)

Description of Extracurricular Instruction: \_\_\_

 (“**Activity**”)

Location of Extracurricular Instruction: (“**Location**”)

NONE of Vendor’s instructors providing extracurricular instruction have undergone a valid, effective background check, including fingerprinting (ORS 326.603/ OAR 581-021-0511).

NONE of Vendor’s instructors providing extracurricular instruction have undergone a valid, effective sexual conduct verification check (ORS 339.374).

The Academy for Character Education (“ACE”) desires for its students to participate in various extracurricular activities, and the Vendor, by and through instructors in its employ, provides such extracurricular instruction in the Activity. The student's parent(s) or legal guardian(s) ("Parent") shall be solely responsible for contracting with Vendor for the Activity, including any and all payment arrangements. ACE is not responsible for any payment directly to Vendor for the Activity. ACE agrees to reimburse Parent for the costs of the student’s participation in the Activity, conditioned upon submission by Parent, and acceptance by ACE, of appropriate paperwork evidencing the payment. Parent EXPRESSLY AGREES to bind itself, Student, and their respective estates, heirs, and personal representatives or assigns, to the following (the “Agreement”):

**(1) BACKGROUND CHECKS AND PARENTAL SUPERVISION.** Prior to contracting with a prospective contractor, education providers are required, underOregon law, to obtain fingerprints from prospective contractors who are not licensed by the Oregon Teachers Standards and Practices Commission (“TSPC”) and who will have, or are likely to have, direct, unsupervised contact with students, to facilitate a criminal background check (a “Background Check”) conducted by the Oregon Department of Education ("ODE"). ORS 326.603/ OAR 581-021-0511. “Direct, unsupervised contact” with students is defined for these purposes as any contact with students that provides the instructor the opportunity and probability for personal communication and/ or touch when not under direct supervision.

As ACE is not contracting with Vendor, Parent acknowledges that ACE has NOT obtained the fingerprints of Vendor or its instructors nor has ODOE conducted a Background Check. Parent hereby agrees to accept any and all responsibility to supervise the Student at all times during Student's participation in the Activity. Parent acknowledges this responsibility, and hereby agrees to remain onsite at the Location at all times during the Activity, or at any other site at which the Activity is occurring, and shall remain in the presence of the Student at all times the Student is in the presence of the Vendor during the Activity, so that the Vendor is not afforded any direct, unsupervised contact with the Student.

**(2) SEXUAL CONDUCT VERIFICATION.** Oregon law requires that all education providers prior to entering in a contract with a contractor, who is not licensed by the TSPC, to perform a sexual conduct verification process through ODE to the extent that such contractors will have, or are likely to have, direct, unsupervised contact with students. ORS 339.374.

As ACE is not contracting with Vendor, Parent acknowledges that ACE has NOT requested ODE to verify whether ODE has an ongoing investigation or has a substantiated report relating to the conduct of Vendor or its instructors.

**(3) ASSUMPTION OF ANY AND ALL RISKS.** Parent understands and agrees that Student’s attendance and participation in the Activity is purely voluntary, and that Parent has authorized such attendance and participation. Parent fully understands that the Activity may carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but may range from (1) minor injuries such as scratches, bruises, and sprains, to (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death. Parent knows, understands, and appreciates these and other risks that are inherent in the Activity. Parent also understands that there may be other risks of social or economic losses that are not known to me or not readily foreseeable at this time.

In addition, Parent understands the risks of allowing Student to have direct, unsupervised contact with Vendor for whom neither a Background Check nor Sexual Conduct Verification has not been conducted. Parent fully understands the risks and the potential for injuries to the Student that may result from the Vendor having direct, unsupervised contact with the Student, including any risks or injuries that may have been foreseeable if the results of a Background Check or Sexual Conduct Verification of the Vendor had been known prior to Parent authorizing the Student’s participation in the Activity. Such risks or injuries include, but are not limited to, the risk of verbal, emotional, physical, and/ or sexual abuse of the Student by the Vendor, and any emotional or bodily harms flowing therefrom. Parent also understands that there may be other risks of social or economic losses that are not known to Parent or not readily foreseeable at this time.

Parent hereby expressly and specifically accepts and assumes all such risks on behalf of themselves and Student, including the risk of the unavailability of emergency medical care and the risk of negligent or intentional acts committed by another person, and accept all losses, costs, and damages that may be incurred through the Student’s participation in the Activity and/or Parent's failure to supervise the Student and Vendor, or otherwise allow the Vendor to have direct, unsupervised contact with the Student.

**(4) RELEASE AND AGREEMENT NOT TO SUE.** Parent knowingly and willingly releases, forever discharges, and holds harmless ACE, its successors, assigns, directors, administrators, teachers and volunteers, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise as a result of a student’s participation in the Activity, and specifically as a result of any direct, unsupervised contact with student by Vendor during the Activity. Parent acknowledges that ACE has not referred Parent to Vendor for extracurricular instruction and Parent expressly acknowledges they have not relied upon a recommendation by ACE, if any, for the student's participation in Activity.

Parent understands this release discharges ACE from any liability or claim that Parent may have against ACE with respect to any injuries, losses, or damages that may result from a student’s participation in the Activity, to the extent such losses or damages are not caused by the negligence or intentional conduct of ACE, or its directors, administrators, teachers, volunteers, agents or otherwise.

**THIS RELEASE IS A COMPLETE AND FINAL RELEASE AND SURRENDER OF EACH AND EVERY CLAIM OR CAUSE OF ACTION FOR DAMAGES, LOSS, EXPENSES, AND/ OR INJURIES, WHETHER TO PERSON OR PROPERTY, THAT PARENT MAY HAVE AGAINST ACE, ITS DIRECTORS, ADMINISTRATORS, TEACHERS, VOLUNTEERS, SUCCESSORS, ASSIGNS, AGENTS OR OTHERWISE.**

**(5) WAIVER.**  Parent expressly agrees to waive the protection afforded by any statute or law in any state or other jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the party giving the release does not know or suspect to exist as the time of executing the release.

**(6)** **INDEMNITY AGREEMENT.** Parent agrees to indemnify and hold harmless ACE with respect to any and all actions, claims, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney’s fees, arising from or in connection with any harms or injuries to student caused by Vendor for any reason, including harms or injuries that result by reason of Vendor having direct, unsupervised contact with the student, or that may have been foreseeable if the results of a Background Check or Sexual Conduct Verification of Vendor’s Instructors were known to Parent, or to ACE, prior to the student’s participation in the Activity, and Parent agrees to reimburse ACE for any such expenses incurred.

**(7)** **INSURANCE.** Parent understands and acknowledges that ACE does not carry or maintain primary health, medical, or disability insurance coverage for student. Parent understands that ACE carries a Student Accident Policy that only provides coverage for some medical expenses related to accidents during the school day that are not covered by Parent's insurance. Parent hereby acknowledges that student's participation in Activity in no way is covered by any insurance coverage held by ACE.

**(8) CHOICE OF LAW AND SEVERABILITY.** Parent expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Parent agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

**(9) SIGNATURE AUTHORITY**. The person signing this Agreement hereby represents and warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these representations and warranties in entering into this Agreement or any amendment hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

**PARENT HAS READ AND UNDERSTANDS THIS BACKGROUND CHECK WAIVER, RELEASE, AND INDEMNITY AGREEMENT. PARENT FULLY UNDERSTANDS ITS TERMS AND UNDERSTANDS THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THEIR RIGHT TO SUE. PARENT ACKNOWLEDGES THEY ARE SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTENDS THIS AGREEMENT TO CONSTITUTE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

IN WITNESS WHEREOF, this Agreement is effective upon signature.

**Parent’s Signature Date**

**Parent’s Name Date**

**ACE Administrator’s Signature Date**