

Release of Future Liability, Waiver of Claims and Covenant Not to Sue

This Release of Future Liability, Waiver of Claims and Covenant Not to Sue (hereinafter referred to as "this Release") is hereby entered into on the date written herein below, by and between _____ (hereinafter collectively and/or individually referred to as "Parent/Guardian") and The Fulton School at St. Albans, a Missouri nonprofit corporation in good standing (hereinafter referred to as "the School"). Parent/Guardian and School shall be referred to collectively herein as "the Parties."

1. Parent/Guardian acknowledges, understands and agrees that the School is the owner and operator of the shuttle service which the School is willing to provide at an extra cost to Parent/Guardian in accordance with the price schedule for the purposes of transporting his/her child(ren) to and from, and that the School is providing the shuttle service as a convenience for the Parent/Guardian and the Parent/Guardian's child(ren).
2. By signing and dating this Release herein below, Parent/Guardian voluntarily elects to take advantage of the School's shuttle service and hereby grants permission for Parent/Guardian's child, whose full legal name is _____, who is age _____ years and has a date of birth of _____ and who is currently enrolled as a student in the _____ grade of the School (hereinafter referred to as "Student"), to use and be transported by the School's shuttle service during the 2019-20 academic school year.
3. In electing for the Student to use the School's shuttle service and granting permission to the School to transport the Student on the School's shuttle service, respective personal representatives, executors, heirs and assigns, waives any claims, demands, requests for contribution, request for reimbursement, liability and/or suits for, and covenants not to sue the School, or any of the School's officers, directors, employees, agents and/or servants, for compensatory damages attributable to any claim of injury to the person and/or property of the Student and/or Parent/Guardian caused, whether in whole or in part, by the negligence and/or fault of the School, and/or any of the School's officers, directors, employees, agents and/or servants, in conjunction with the School's ownership, maintenance, supervision and/or operation of the shuttle service, in an amount which is in excess of the limits of any policy of insurance which the School is required to maintain by, and has in effect pursuant to, the Missouri Motor Vehicle Financial Responsibility Law, Mo. Rev. Stat. §§33.010 et seq., by reason of the School's ownership and/or operation of the shuttle service at the time any such injury is incurred.
4. Parent/Guardian agrees that if any portion of this Release is found to be unenforceable or void for any reason, the remaining portions shall remain in full force and effect.
5. Parent/Guardian agrees that this Release shall be construed in accordance with the laws of the State of Missouri.
6. By signing and dating this Release below, Parent/Guardian expressly represents, warrants, acknowledges, and agrees that:
 - a. Parent/Guardian has fully read this Release before signing and understands this Release
 - b. This Release is written in clear, explicit, unambiguous, and conspicuous language that Parent/Guardian understands
 - c. Parent/Guardian is electing to sign this Release out of Parent/Guardian's own free and voluntary will
 - d. The School, including but not limited to the School's officers, directors, employees, agents and/or servants, may be negligent in the ownership, maintenance and/or operation of the shuttle service
 - e. Such negligence may result in the injury to the person and/or property of Student and/or Parent/Guardian
 - f. The releases, waivers, discharges, covenants and promises contained in this Release are legally binding on Parent/Guardian and Student

- g. Parent/Guardian has full authority as a parent or legal guardian of Student to legally bind Student to this Release without limitation, and
- h. The releases, waivers, discharges, covenants and promises contained in this Release are knowingly, voluntarily, and intentionally made by Parent/Guardian.

In witness whereof, the Parties, intending to be legally bound by this Release, have signed this Release on the date specified herein below.

CAUTION: THIS TWO-PAGE DOCUMENT CONTAINS A RELEASE OF FUTURE LIABILITY, WAIVER OF CLAIMS, AND A COVENANT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING.

PARENT/GUARDIAN

THE FULTON SCHOOL AT ST. ALBANS

Signature

Kara Douglass, Head of School

Print Full Legal Name of Parent/Guardian

Date Signed by Parent/Guardian