



School Acknowledgment and Release and Waiver of Liability

In exchange for the opportunity to access Action for Healthy Kids ("AFHK") Volunteer Matching System, Fairdale Elementary School ("School") enters into this Acknowledgment and Release and Waiver of Liability ("Release").

1. **Acknowledgements**

A. School acknowledges that AFHK offers School access to its Volunteer Matching System to identify potential volunteers for School's programs and initiatives focused on health and wellness and decreasing childhood obesity ("Volunteer Services"). School represents and warrants that it will not utilize the Volunteer Matching System for any purpose other than covered Volunteer Services.

B. School will not share its access to the Volunteer Matching System or the information acquired thereon to anyone or any other entity, whether gratis or for profit.

C. School acknowledges that AFHK does not endorse, certify or in any way represent that volunteers on the Volunteer Matching System list ("Volunteer") are qualified to perform Volunteer Services and understands that AFHK has not conducted any proof of identification, background check, personal interview or any other reference check on such Volunteers.

D. School acknowledges that it is solely responsible for screening and/or vetting any Volunteer candidate identified on the Volunteer Matching System and informing such Volunteer candidate of the School's policies and procedures for volunteering.

E. School acknowledges that it has the exclusive discretion and authority to accept or reject Volunteer candidates in accordance with the School's own criteria for volunteering and/or the criteria necessary for the Volunteer Services.

F. School shall be exclusively responsible for the direction and control of the Volunteers while on School grounds, including but not limited to the supervision of the Volunteers at all times in accordance with the School's own policies and procedures regarding volunteer conduct and interaction with students.

2. **Waiver and Release:** School, and anyone claiming through or on behalf of School, its School Board or School District, releases and forever discharges and holds harmless Action for Healthy Kids, an Illinois not-for-profit, and its board of directors, staff, officers, directors, employees and its or their successors and assigns (collectively "AFHK Released Parties") 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 out of or be related to School's use of the AFHK Volunteer Matching System or any Volunteers obtained therefrom. School understands that this Release discharges AFHK Released Parties from any and all liability or claim that School may have against any AFHK Released Party with respect to bodily injury, personal injury, illness, death, or property damage to a Volunteer or that a Volunteer may cause or that may otherwise result from the services any Volunteer provides for School, even if arising from the negligence of an AFHK Released Party, to the fullest extent permitted by law. This Release is effective immediately and forever.

3. Indemnification: To the extent allowed by Kentucky law, School shall indemnify, defend and hold harmless AFHK and its affiliates and their respective officers, directors, board members, employees and state team leaders, from and against any and all losses, suits, demands, liabilities, claims, actions, expenses and damages of whatsoever kind or nature, including costs, obligations and reasonable attorney fees, arising out of personal injury, death or property damage caused by or arising from any actual or alleged negligence or willful misconduct by School, its employees, its students, parents of its students, School Board or District, Volunteers or others, but for such claims caused by the sole gross negligence of AFHK. School shall not settle any claim which includes any AFHK Released Parties without the express prior written consent of AFHK.

4. Insurance: At all times during the course of the relationship with AFHK, School, either individually or in conjunction with its School District, shall maintain in effect insurance coverage (which may be provided through a self-insurance program), including but not limited to, commercial general liability, property, workers compensation (state statutory minimum) and employer's liability, in such amounts as are usual and customary for its district, and which shall cover the School's obligations set forth in Sec. 2 and 3 above. The School, for itself, its Board and School District, and its respective insurance carriers, agrees to a waiver of subrogation in favor of AFHK.

5. Confidentiality. Except as required by Kentucky law, School agrees to keep information it accesses and uses from the Volunteer Matching System confidential. School agrees not to disclose such information except on a need to know basis and not to use any such information for any purpose except for identifying potential volunteers to assist with activities associated with reducing childhood obesity that it sponsors or hosts. In the event the School, or someone on its behalf, actually or allegedly breaches the confidentiality agreement, the School shall indemnify, defend and hold harmless AFHK from and against any and all claims, actions, lawsuits, demands, damages and costs, including reasonable attorneys' fees, from any third-party. Additionally, in the event of a breach of confidentiality, the School shall no longer have access to the AFHK Volunteer Matching System.

6. Other: School expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State in which School is located and that this Release shall be governed by and interpreted in accordance with the laws of the State of Illinois. School agrees

that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

I, Donna M. Hargens, certify that I have the power and authority to enter into this agreement on behalf of School and to bind the School to the obligations hereunder.

Signature

Date

Superintendent

Title