

## AGREEMENT

This Agreement is between the Kentucky Center for School Safety, with address at Eastern Kentucky University, 105 Stratton Building, 521 Lancaster Avenue, Richmond, Kentucky 40475 (KCSS), and the Board of Education of \_\_\_\_\_, with address \_\_\_\_\_ (Board).

1. KCSS will provide Board with access to the "Safety Tipline, Online Prevention/STOP Tipline," (Program).
2. In consideration of KCSS's providing the Board with access to the Program, the Board on behalf of itself, its successors, and assigns releases and discharges Murray State University; Murray State University Board of Regents; Eastern Kentucky University; Eastern Kentucky University Board of Regents; Kentucky Center for School Safety; and any of their Regents, directors, officers, employees, instructors, and agents[individually and collectively the "Released Parties"] from and covenants not to sue the Released Parties with respect to any and all present and future claims of whatever nature or kind, regardless of the basis therefor, and including but not limited to any claim based upon any wrongdoing or negligence, of whatever nature or kind including ordinary and/or gross negligence, on the part of the Released Parties or any of them and including but not limited to any claim for injury to property or injury or death to person arising from or related in any manner to the Program, any training associated therewith, or any communication or information transmitted by any person or entity using or accessing the Program.  
  
To the extent allowed by law, the Board on behalf of itself, its successors, and assigns agrees to defend, indemnify and hold harmless the Released Parties from and with respect to any and all present and future claims, of whatever nature or kind and including but not limited to any claim for injury to property or injury or death to person, regardless of the basis therefor and regardless of by whom asserted, arising from or related in any manner to the Program, any training associated therewith, or any communication or information transmitted by any person or entity using or accessing the Program, even if it is alleged or proven that any such claims arise from negligence, including gross negligence, or other wrongdoing on the part of the Released Parties or any of them. The obligation stated here includes all costs of litigation, including attorney fees.
3. IT IS UNDERSTOOD THAT THE PROGRAM IS OFFERED "AS IS" AND WITHOUT ANY GUARANTEE THAT IT WILL PERFORM WITHOUT INTERRUPTION OR ERROR FREE OR WILL MEET ANY LEVEL OF ON-LINE AVAILABILITY. ALL WARRANTIES OF ANY TYPE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE (AND WHETHER

ANY SUCH WARRANTY IS IMPLIED OR EXPRESS) IS DISCLAIMED.  
THERE IS NO WARRANTY THAT THE PROGRAM WILL NOT INFRINGE  
UPON ANY COPYRIGHT, PATENT, TRADEMARK, OR OTHER  
INTELLECTUAL PROPERTY RIGHT OF ANY PERSON OR ENTITY.

4. The Board is solely responsible for utilizing the Program and for utilizing and responding to any communications or information received, from any person or entity using or accessing the Program, in accordance with law. Without limiting the foregoing, the Board will ensure that all applicable provisions of the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, are followed.
5. The Board's access to the Program may, without liability, be suspended or terminated at any time and for any reason. In that event, the provisions of paragraphs 2, 3 4, 5, 6, and 7 will survive termination or suspension.
6. The provisions of this Agreement may not be changed or modified except by a writing properly executed by both parties.
7. It is understood and agreed that neither KCSS nor any of the Released Parties is an agent of Board.

Have Seen and Agreed To:

The Board of Education of \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_ Date

Kentucky Center for School Safety

By: \_\_\_\_\_  
\_\_\_\_\_ Date