

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII D DATE: January 26, 2026

TOPIC/TITLE: Approve Liability Waivers

PRESENTER: Dr. Lori Jones

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☐ ACTION REQUESTED AT THIS MEETING
- ☒ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☒ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

These contracts are for individuals who provide a service to our district but do not have the appropriate Certificate of Insurance. These contracts remove the liability of Woodford County Board of Education.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended

Lori Jones

Waiver and Release of Liability

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Woodford County Board of Education, its agents, servants, employees, insurers, successors and assigns ("Woodford County") from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement with Woodford County or on Woodford County owned property (the "Facility").

This waiver and release is intended to and does release Woodford County from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Woodford County's negligence. This is not intended to release Woodford County from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Woodford County for any claim released by this Agreement. I further agree that should any claim be made against Woodford County in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Woodford County for any such claim and expenses including attorney's fees and costs incurred by Woodford County in defending themselves or security indemnity hereunder.

2. I understand that Woodford County is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the Facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Woodford County for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Woodford County, will void and terminate this Agreement and may result in loss of the ability to use the Facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) Sarah J Dorrell

Signature  Date 12/11/25

This Waiver and Release of Liability Form is a guideline. It does not address potential compliance issues with federal, state or local law, and it is not meant to be exhaustive or construed as legal advice. The contents of this waiver, and the extent of its effectiveness in court, may be affected by state law. Consult your licensed commercial property and casualty representative at Houchens Insurance Group, Inc. or legal counsel to address possible compliance requirements.

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Name (please print) Lauren Holt
Signature Lauren Holt Date 12-10-25

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