

EXHIBIT



**HOLMDEL TOWNSHIP PUBLIC SCHOOLS**

**WAIVER  
AND  
HOLD HARMLESS  
AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Holmdel Township School District Board of Education (hereinafter referred to as "BOARD OF EDUCATION"), and \_\_\_\_\_, parent of \_\_\_\_\_ a student in the Holmdel Township School District (hereinafter referred to as the "PARENTS" and "STUDENT" respectively.)

WHEREAS, in conformance with N.J.S.A. 18A:40-12.3, the BOARD OF EDUCATION has received a written request from PARENTS to allow STUDENT to self-administer medication for asthma, over-the-counter antihistamine, and/or prescribed epinephrine in the event of an allergic reaction to any life-threatening allergic reaction.

WHEREAS, PARENTS have provided the BOARD OF EDUCATION with written certification from \_\_\_\_\_, M.D. certifying that STUDENT suffers from a potential life-threatening allergic reaction from contact with peanuts or peanut-based products or a potential life-threatening illness (attached hereto as Exhibit A and incorporate herein); and,

WHEREAS, Dr. \_\_\_\_\_ further certifies that STUDENT has received appropriate training in recognizing the symptoms of an allergic reaction and is further trained in the self-administration of medication for asthma, an antihistamine, and/or epinephrine (See Exhibit A); and,

WHEREAS, in conformance with N.J.S.A. 18A:40-12.3 and BOARD OF EDUCATION Policy 5141.21, the BOARD OF EDUCATION requires the PARENTS to execute an indemnification and hold harmless agreement for the self-administration of medication by the student.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1. The STUDENT, \_\_\_\_\_, shall be permitted to carry and self-administer medication for asthma, antihistamine and/or epinephrine medication, for

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File Code: 5141.21

potentially life-threatening illnesses or allergic reactions. Upon administering medication, the STUDENT shall immediately report the same to the school nurse. Regardless of the response to medication, the STUDENT's PARENTS shall be notified via the emergency response contact information provided and the STUDENT shall be transported, via emergency medical services, to the nearest local hospital capable of providing intake only in the event that epinephrine was administered.

ARTICLE 2. The PARENTS agree to indemnify and hold harmless the BOARD OF EDUCATION and its agents, representatives, and any affiliated or related entities against any and all claims, loss liability, damage, suits and actions of every nature and description, costs, and expenses, including reasonable attorneys' fees, brought against the BOARD OF EDUCATION for any injury or damage that is alleged to have arisen in whole or in part as a result of the provisions of this Agreement, and in particular, the STUDENT's self-administration of medication.

ARTICLE 3. The PARENTS agree to waive any claims they may have individually and/or on behalf of their \_\_\_\_\_, \_\_\_\_\_, which arise out of the STUDENT's self-administration of medication.

ARTICLE 4. This Agreement shall be effective from the date first entered above until \_\_\_\_\_. PARENTS shall be required to renew said Agreement including providing an annual medical recertification, for each school year the STUDENT is enrolled in the Holmdel School District.

PARENTS:

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

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

HOLMDEL TOWNSHIP BOARD OF EDUCATION

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

**Source: Regular Board Meeting**

**Date: August 26, 2009**