



Matanuska Susitna Borough School District

Business Services

501 N. Gulkana

Palmer, Alaska 99645

907-746-9201 907-761-4083 Fax

"Preparing students for success".

July 30, 2010

Dear Parents and Guardians:

As a parent of student(s) attending Twindly Bridge Charter School, you are aware you have the option of working with vendors to provide services to your children whereby the contractors are paid directly by the MSBSD or you may obtain the services personally from a non-contracted vendor and be reimbursed by the district.

As of August 1, 2009 all Professional Services Contractors are required to provide additional insurance coverage where the contractor will be working directly with children without school district personnel present. The general liability policy must be endorsed to extend coverage for Wrongful Acts including Abuse and Molestation in the amounts of \$500,000 per occurrence and \$1 million general aggregate.

Therefore, you will need to sign a Waiver of Liability, Assumption of Risk and Indemnity Agreement (attached) relieving the District of any liability for those vendors that you have chosen directly to provide services for your student(s). Additionally, in some cases, contractors you have chosen are either not eligible to get the full amount of insurance coverage required or choose not to. Under those circumstances you will also be required to sign a waiver for those contractors that do not acquire the amount of insurance the district requires. You may contact your school administrative office for a list of those contractors to determine whether or not the waiver will be required. Additionally, a diagram clarifying when a signed waiver is required is attached for your reference.

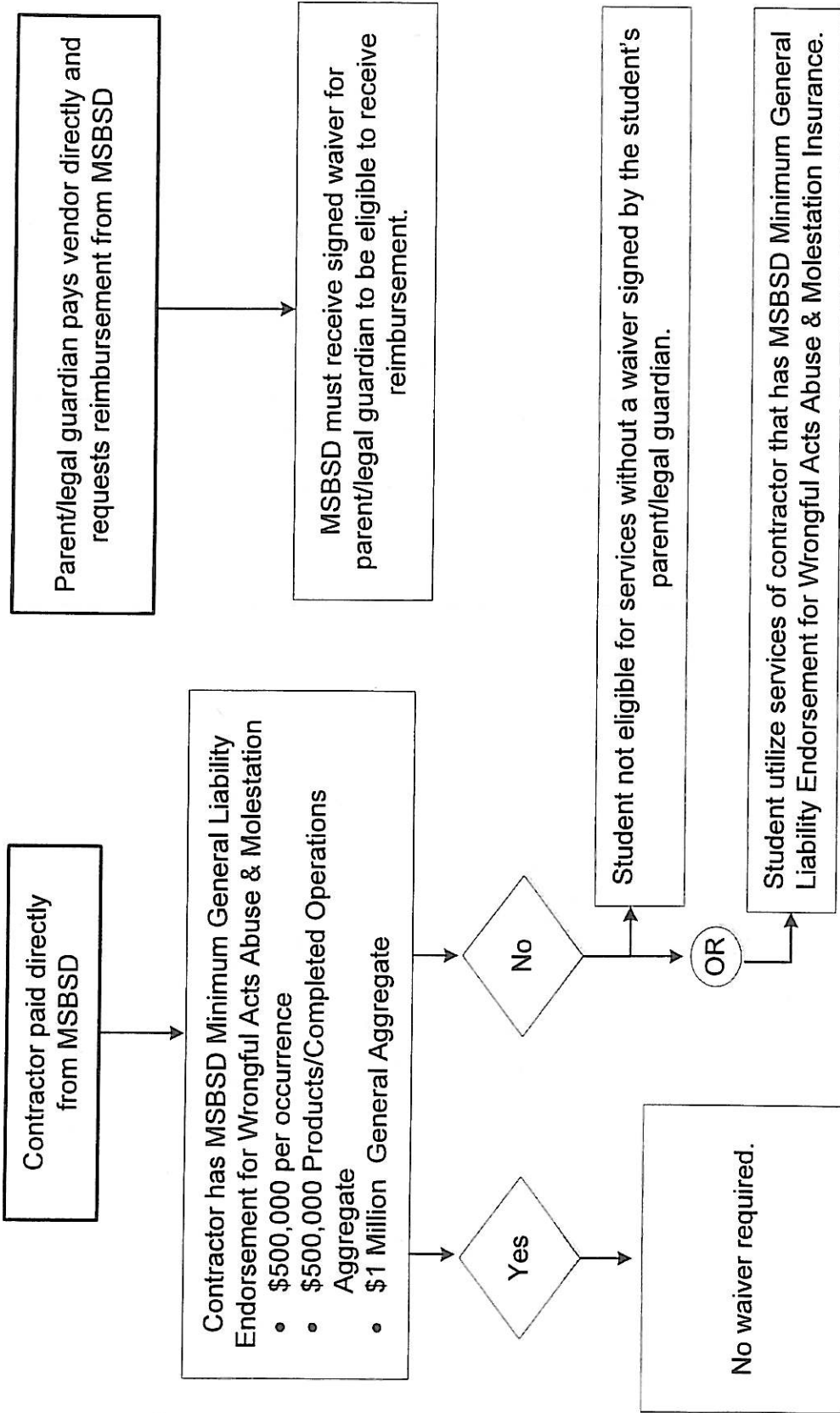
We apologize for any inconvenience this may cause but are confident that these procedures are in the best interest and safety of our students and the Mat-Su Borough School District. If you have any questions please do not hesitate to call me at 907-746-9260.

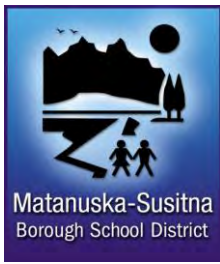
Sincerely,

A handwritten signature in cursive script that reads "Terrie Irwin".

Terrie Irwin
Chief Financial Officer, Mat-Su Borough School District

Parent Waiver Form Requirements





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*“Developing citizens for a global society by inspiring students to think
Learn, achieve, and care”*

Waiver of Liability, Assumption of Risk & Indemnity Agreement Professional Services Contractor Waiver for:

Twindly Bridge Charter School

Students’s Name: _____ Student’s Name: _____

Students’s Name: _____ Student’s Name: _____

Students’s Name: _____ Student’s Name: _____

Parent (Please print name)

Initials

WAIVER: In consideration of disbursements made to the Parent (identified above and hereinafter “Parent”) by the Matanuska-Susitna Borough School District (hereinafter “MSBSD”) for the Parent’s utilization and direct payment to any and all Professional Services Contractors (hereinafter “Contractors”), Parent hereby releases, waives, discharges, and covenants not to sue the MSBSD, its officers, employees, and agents with respect to any and all claims of any nature arising from the services performed by any and all such Contractors. _____ **(initial)**

ASSUMPTION OF RISK: The Parent understands there are inherent risks connected with the provision of Contractors’ services when MSBSD is not in direct supervision of such services. Such risks include, but are not limited to, ineffective provision of services, wrongful acts, etc. by Contractors. The Parent acknowledges that use of the Contractors’ services is voluntary and agrees to assume any and all such risks when direct payment is made by Parent to Contractors for said services. _____ **(initial)**

INDEMNIFICATION AND HOLD HARMLESS: The Parent agrees to indemnify, defend and hold harmless MSBSD from any and all claims arising from services provided by Contractors who are paid directly by the Parent. _____ **(initial)**

ACKNOWLEDGMENT OF UNDERSTANDING: The Parent hereby acknowledges and agrees that he/she has read and fully understands this waiver of liability, assumption of risk, and indemnity agreement. The Parent hereby acknowledges and agrees that substantial rights are being given up, including a potential right to sue the MSBSD, when Contractors are paid directly by the Parent under a Professional Services Contract. The Parent hereby acknowledges and agrees that he/she is signing and initialing this agreement freely and voluntarily. The Parent further acknowledges and agrees that by his/her signature it is intended that this agreement constitutes a complete and unconditional release of the MSBSD with regard to any and all potential liability relative to the provision of services by Contractors to whom the Parent elects to pay directly under a Professional Services Contract. _____ **(initial)**

Signature of Parent

Date