

**WAIVER AND INDEMNITY FOR
MT. BETHEL CHRISTIAN ACADEMY BUS TRANSPORTATION**

In consideration for Mt. Bethel Christian Academy ("*Academy*") providing bus transportation for my child ("*Child*"), as described below, I/we, as parent or legal guardian, hereby state and agree as follows:

1. I/we have elected for Child to participate in the Academy's program of transporting students by bus or other multiple passenger vehicle to and from certain designated pick-up and drop-off locations ("*Bus Transport Program*"). I/we agree that the Academy, in its sole discretion, shall designate the pick-up and drop-off locations for the Bus Transport Program and may change those locations at any time without my/our consent.

2. I/we give permission for Child to be picked up and dropped off at the designated locations, even if that location is unattended. I/we understand and recognize that there are inherent dangers in having Child be unattended at a bus pick-up or drop-off location, and I/we accept responsibility for those dangers. I/we understand that it is my/our responsibility to make arrangements for someone else to be with Child at the designated pick-up and drop-off locations if I/we wish for someone to tend to Child at such location. The Academy is not responsible in any way for the safety or supervision of Child at the pick-up or drop-off locations.

3. I/we understand that Child's participation in the Bus Transport Program is at my/our own risk and not at the risk of the Academy. I/we assume all risks, known and unknown, of injury to person or damage to property occurring or resulting in any way whatsoever from Child's participation in the Bus Transport Program. I/we agree that the Academy shall not be responsible for any accident or personal injury sustained or suffered by Child or for Child's death or for any damage or loss to Child's personal belongings, however caused, while Child is participating in the Bus Transport Program, including, without limitation, while Child is waiting to be picked up or being transported or after Child has been dropped off. I/we voluntarily release, discharge, and hold harmless the Academy and all agents, employees and assigns of the Academy from any and all claims, demands, damages, losses, causes of action and expenses that arise or may arise out of or are in any way related to Child's participation in the Bus Transport Program, including, without limitation, any accident or incident occurring while Child is waiting to be pick up or after Child has been dropped off, and even if caused by the negligence (other than gross negligence) of the Academy. This release includes, without limitation, any action that may be taken by the Academy subsequent to any accident or incident in which personal injury, death, loss or damage occurred.

4. I/we hereby covenant and agree to indemnify, defend and hold forever harmless the Academy from any liability, claim, demand, charge, complaint, action, or cause of action, arising from or in any way related to the Bus Transport Program or Child's participation therein, including, without limitation, accidents or incidents occurring while Child is waiting to be pick up or after Child has been dropped off, made at any time in the future by Child, his/her next of kin, parent, guardian, personal representative, dependent or any other person in the name, place, or stead of Child.

5. In the event of an emergency, I/we authorize the Academy to arrange such medical attention for Child as may be reasonable and available under the circumstances, and I/we undertake to pay all medical and hospital fees and charges and incidental costs with respect to medical attention given to Child and to reimburse the Academy for any such fees or charges and all incidental costs which may be incurred by the Academy.

6. I/we understand that, if Child fails to comply with any code of conduct or rules and regulations established by the Academy for the Bus Transport Program, which may be changed by the Academy at any time at its discretion, the Academy may prohibit Child from participating in the Bus Transport Program.

7. I/we agree that this Waiver and Indemnity shall be governed by and interpreted under the laws of the State of Georgia, without regard to laws relating to conflict and choice of laws, and that it shall be binding on my/our heirs, representative, successors and assigns.

8. I/WE HAVE CAREFULLY READ THIS WAIVER AND INDEMNITY, AM/ARE FULLY COMPETENT TO SIGN IT, AND UNDERSTAND ITS CONTENTS.

CHILD: _____

PARENT/LEGAL GUARDIAN

Name: _____
Date: _____

Name: _____
Date: _____