

Informed Consent, Waiver and Release of Liability Agreement for Teen Community Emergency Response Team Training Conducted in Schools

To be signed by the school Superintendent or Principal

The undersigned does hereby acknowledge that all Teen Community Emergency Response Team (CERT) training conducted in the _____ School, will be conducted according to the policies and procedures set forth by the school district, in addition to the policies & procedures for CERT training and programs, as determined by the North Dakota Department of Emergency Services (NDDDES). If there shall be any conflict between the school districts policies & procedures, and those of the NDDDES, the school districts policies and procedures shall take precedence.

I also affirm that the school district carries all appropriate insurance coverage.

On behalf of the minor participants, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned superintendent or principal agrees to release the State of North Dakota, their agencies, departments, officers, employees, agents, and all sponsors and/or officials and staff, their representatives, agents, affiliates, directors, servants, and volunteers (hereinafter referred to collectively as "Parties Released") from the cost of any medical care that the minor participants may receive while participating in this program or as a result of it.

In addition, the undersigned superintendent or principal further agrees to waive, release and discharge the Parties Released from any and all liability, claims, demands, actions and causes of actions whatsoever, except to the extent prohibited by N.D.C.C §9-08-02, for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to the minor participant arising out of any and all activities associated with participating in the program or as a result of it.

The undersigned further agrees to indemnify, save, and hold harmless the Parties Released from any and all claims of any nature, including all costs, expenses, and fees, arising out of or resulting from the minor participant's participation in this program.

The undersigned agrees that if any portion is held invalid, the remainder will continue in full legal force and effect.

Printed Name of Superintendent or Principal: _____

Signature of Superintendent or Principal: _____

Date: _____