

RELEASE/ WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration of being permitted to participate in a field experience, practicum, or internship/ student teacher preparation program under the direction of a certified educator employed with the North Providence School district., I hereby voluntarily RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND RELINQUISH against the North Providence School District from any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my participating in such field experience, practicum, or internship/student teacher preparation program WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I, for myself, my heirs, executors, administrators, and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for me and/or for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, or present any claim for personal injury, property damage or wrongful death against North Providence School district.

3. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in a field experience, practicum, or internship/ student teacher preparation program with the North Providence School district, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I understand that I am responsible for obtaining and paying the cost of treatment for any injuries sustained while participating in a field experience, practicum, or internship/ student teacher preparation program with the North Providence School district.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my participation in a field experience, practicum, or internship/ student teacher preparation program with the North Providence School district, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

5. It is my intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Rhode Island, and venue for any legal proceeding or lawsuit relating to this RELEASE shall be in Providence County Rhode Island. I expressly acknowledge that this RELEASE is intended to be as broad and inclusive as permitted by the laws of the State of Rhode Island.

6. I agree that in any event that any clause or provision of this RELEASE shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this RELEASE, which shall continue to be enforceable.

7. IN SIGNING THIS RELEASE/WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing RELEASE/WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____, 20____.

PARTICIPANT

Signature

Printed Name

2

Interns/Student Teachers

I, _____, as a student enrolled in a state-approved teacher preparation program in a postsecondary education institution, acknowledge that in order for me to perform a internship/ student teacher preparation program under the direction of a regular employed and certified educator with the North Providence School district, I may become privy to certain Sensitive and/or Confidential Information discussed or created, owned, and maintained by the North Providence School district or its employees or agents. Sensitive and Confidential Information may be in the form of conversations, documents, computer files, e-mails or various forms of record keeping. Examples of Confidential Information include, but are not limited to, personally identifiable student information or other information specifically exempt from public disclosure under Rhode Island law. Examples of Sensitive Information include District employee personnel or payroll information not specifically exempt from public disclosure by the North Providence School district, but which may be of a personal and sensitive nature.

As a condition precedent to receiving Sensitive and/or Confidential Information, I warrant and agree that:

- I undertake and accept the obligation to use reasonable care to protect the secrecy and confidentiality of the information received from the North Providence School district or its designee; and

- I will limit the use of or access to the Sensitive or Confidential Information to the scope actually needed to perform a field experience, practicum, or internship/ student teacher preparation program; and

- I have reviewed North Providence School district Policies and

- I will not copy the Sensitive and Confidential Information and will not disclose such information to any person or entity, or use it for any purpose other than as set forth herein; and

- I will avoid accessing the information, except for the legitimate purposes recognized under this Agreement; and

- I will not include any Sensitive and/or Confidential Information in any report, document, presentation, or paper relating to any assignment required of my college/university professors; and I shall dispose of all Sensitive and Confidential Information disclosed to me by the North Providence School district or its designee (and any copies thereof), after the purpose for which the information is disclosed has been served to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer

files, tapes, or diskettes, or physically destroyed; and I acknowledge that the confidentiality obligations of this Agreement will survive any expiration or termination of this Agreement; and

- I acknowledge that failure to comply with this confidentiality requirement can and may result in personal liability or disciplinary action up to and including termination of the placement and future placements and/or denial of employment with the North Providence School district; and

- In the event that I am requested or required by law or court proceeding to disclose any of the Sensitive or Confidential Information, I agree that I will provide the North Providence School district with prompt notice in writing of such request(s) sufficiently before responding so that it may seek an appropriate protective order or other appropriate remedy and/or waive my compliance with the provisions of this Agreement; and

- I agree to indemnify and hold harmless the North Providence School district from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by me of the Sensitive and Confidential Information. I also acknowledge that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by me and that such breach would cause irreparable harm to the North Providence School district. Accordingly, I agree that in the event of any breach or threatened breach of this Agreement, the North Providence School district, in addition to any other remedy at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance; and

- The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect; and

- This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island. In the event of a dispute regarding the terms herein, exclusive venue shall lie in North Providence, Rhode Island; and

- I certify that I understand and acknowledge these confidentiality requirements contained herein. IN WITNESS WHEREOF, the parties hereto have executed this Agreement:
[Legal name of the Student]: The North Providence School district of North Providence, Rhode Island

By: _____

Student Teacher Print: _____

Date: _____

College/University Attending _____

3

Consent to and Permission for Criminal Background Check

I _____ acknowledge and am aware that state law and the School Affiliation Agreement between the secondary institution in which I am enrolled and The North Providence School district of Rhode Island("School District"), require that all student teacher preparation program under the direction of a regular employed and certified educator with the North Providence School district, must undergo a criminal background check. I may not commence any teacher preparation program under the direction of a regular employed and certified educator with the North Providence School district until after I have received notice of clearance from the School District. I further understand that after the results of the criminal background checks have been obtained by an appropriate school official, the School District will notify the secondary institution of the names of the Participating Students who have been cleared to participate in the internship/ student teacher preparation program.

Signed on this _____ day of _____, 20____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

[Legal name of the Student Teacher]:

By: _____
Student

Print: _____

Date: _____

College/University Attending