

FOOD ALLERGY CONSENT, WAIVER, AND RELEASE FORM

I, _____, am the Parent or Guardian
(Please PRINT your full name)

of _____
(Please PRINT your child's full name)

If your child has an allergy to PEANUTS/TREE NUTS, the District is assisting your child in the cafeteria during the lunch period by allowing him/her access the "nut-free" food table. The "nut-free" table allows the District to provide additional monitoring and controls to attempt to prevent your child from contacting food that contains nuts. Nuts are prohibited at the designated table and the District attempts to provide additional cleaning measures related to the designated table. The District strongly encourages all parents and students to access the "nut-free" food table in an effort to maintain the safety of the student to the maximum extent possible. While the District works diligently to maintain the safety of all students with food allergies, the District cannot guarantee an "allergy-free" environment within the school setting.

By my signature below, I understand and acknowledge the following regarding my child:

- My child has allergies that may require accommodations by the District.
- Allergies can be dangerous and may need immediate attention.
- Consent is not required to release student identifiable information to school officials with a legitimate educational interest in the information pursuant to the Family Education Rights and Privacy Act ("FERPA"). By my signature below, I consent to the District informing District staff not covered under FERPA of my child's allergies to the extent the District deems necessary.
- The District provides individual accommodations for students with allergies as required by state and/or federal laws and regulations.
- My consent does NOT make FISSD employees responsible for my child's allergies.
- It is my responsibility to inform my child about his/her allergies and help them understand what is and is not okay for him/her because of the allergies.

Further, I understand and acknowledge the options listed below and my initials by the following paragraphs indicates my selection of the options:

1. I DO wish for my child to sit at the designated "nut-free" table ("designated table").

_____ I understand and accept selecting this option may mean that my child will sit at a designated table by him or herself during the lunch period if there are no other

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children with allergies in the same lunch period are also accessing a designated table.

_____ I understand and accept my child's access to a designated table does not guarantee my child will not come into contact with allergens.

2. I do NOT wish for my child to sit at a designated table (as defined above).

_____ I understand and accept that my child has been provided the opportunity to sit at the "nut-free" table and I have declined the opportunity.

_____ I understand and accept my denial of access to a designated table may result in an increased risk of exposure for my child to food allergens and the exposure may result in medical risks, injury, or possibly death for my child, including but not limited to hazards associated with eating at a table outside of the designated table.

_____ **BY MY SIGNATURE BELOW, I AGREE AND UNDERSTAND THIS DOCUMENT DOES NOT CONSTITUTE A WAIVER OF THE DISTRICT'S IMMUNITY. ADDITIONALLY, BY MY SIGNATURE BELOW, I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE FRISCO ISD, ITS RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES TO MY CHILD CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY RELEASEE, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF ANY RELEASEE, WHICH MAY ARISE DURING THE TERM OF THIS AGREEMENT.**

FURTHER, I WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASEES FROM AND AGAINST CLAIMS BASED ON ANY LOSS OR PURPORTED CIVIL RIGHTS VIOLATION, INCLUDING BUT NOT LIMITED TO, LOSSES DUE TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, LOSS OF REVENUE, LOSS OF WAGES, DEPRIVATION OF CIVIL RIGHTS, LITIGATION EXPENSES, AND/OR ATTORNEY FEES ASSERTED OR WHICH MAY BE ASSERTED AGAINST RELEASEES, INCLUDING CLAIMS FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE, STATUTORY LIABILITY, VIOLATION OF CIVIL RIGHTS STATUTES, OR VIOLATION OF STRICT LIABILITY/PRODUCTS LIABILITY LAWS BY RELEASEES. I AGREE THAT RELEASEES MAY DESIGNATE COUNSEL OF THEIR CHOICE TO REPRESENT THEM, AND FACILITY AGREES TO COVER ALL REASONABLE ATTORNEY FEES AND COSTS, INCLUDING BUT NOT LIMITED TO EXPERT FEES, ASSOCIATED WITH SUCH REPRESENTATION. I INTEND THIS INDEMNITY AGREEMENT TO BE CONSTRUED AS BROADLY AS POSSIBLE. I INTEND THIS INDEMNITY AGREEMENT APPLY TO LITIGATION OR ARBITRATION OF ANY CLAIMS SUBJECT TO THE INDEMNITY AGREEMENT, AND TO ANY INVESTIGATION BY ANY GOVERNMENTAL ENTITY RELATING TO ANY SUCH CLAIM.

A COMPLAINT FILED AGAINST FRISCO ISD WITH THE UNITED STATES DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS, INCLUDING FRISCO ISD'S RESPONSES TO THAT COMPLAINT, SHALL BE CONSIDERED A CLAIM AND A DEMAND UNDER THIS INDEMNITY PROVISION.



School Health Services

By my signature below, I hereby certify I carefully read and understood the contents of this Waiver and subsequently executed this waiver on the date below. Further, by my signature below, I hereby certify I understand I am giving up certain legal rights.

Signature of Parent or Guardian _____

Date _____