エピネフリン製剤投与に関連した免責に関する同意書

RELEASE, WAIVER OF LIABILITY & INDEMNIFICATION

RELATED TO ADMINISTER EPINEPHRINE

(THE "RELEASE")

ローリー日本語補習学校殿

To: Japanese Language School of Raleigh ("JLSR")

児童生徒氏名 　　　　　　　　　　　　　　　　　　　　　幼・小・中・高　　　年

Name of Student(minor) 　　　　　　　　　　　　　　**Grade**

The undersigned is a lawful and authorized parent / legal guardian of the minor child whose name is written above (the "**Student**"), having all customary legal powers of a parent or legal guardian to make decisions concerning the health, welfare, and other aspects of the Student's life. In consideration for the Student being allowed (i) enrollment at JLSR, (ii) participation in any and all activities related to or associated in any way with JLSR, and/or (iii) entrance into the JLSR premises (items (i), (ii), and (iii), collectively, the "**Activities**"), on behalf of the Student, I hereby willingly consent to and execute this RELEASE.

1. I recognize and understand that there are risks associated with the Activities, including, illness.

2. I hereby irrevocably agree to release, waive and forever discharge any and all claims (at law, in equity, or other) that I or the Student (or either of our heirs, next of kin, executors, administrators, assigns and representatives, regardless of my death or incapacity) has, had, have, or may in the future have against JLSR and any and all of its officers, directors, committees, agents, employees, representatives, independent contractors, contractors, volunteers, sponsoring agencies or entities, sponsors, advertisers, owners and lessors of the premises upon which the Activities take place, any successors and assigns of the same, and/or any other person(s) or entity in any way connected or affiliated with JLSR (hereinafter collectively the "**Releasees**") and I release, waive and forever discharge the Releasees from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect to death, injury, expense, loss or damage to my or the Student's person or property, however caused, arising out of, relating to, or in connection with the Activities (including provision or withholding of Treatment, as defined below) or any other activities ancillary thereto occurring on or about the JLSR premises, and notwithstanding that the same may have been contributed to or occasioned by the negligence of the Releasees. I also hereby irrevocably waive my (and the Student's) rights to file or seek relief in any court of competent jurisdiction against the Releasees for any and all dispute or claim arising from or related to the Activities or this RELEASE.

3. I authorize the Releasees to provide or obtain emergency response to (including the use of "epi pen" or epinephrine auto injectors) or medical assistance and/or treatment for (collectively, the "**Treatment**") the Student when deemed necessary by the Releasees in his/her/its sole and absolute discretion. In cases where the Treatment is provided, I agree to timely and promptly pay for all costs, fees, and expenses associated therewith upon receipt of the invoice. I understand and acknowledge that this authorization in no way obligates the Releasees to provide or obtain the Treatment for the Student. I agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities (including reasonable attorney's fees) which may be incurred by the Releasees as a result of any claim, demand, suit or proceeding in connection with (i) loss of any property, or (ii) any injury, illness or death (including to the Student), that result from the Student's participation, directly or indirectly, in the Activities, including without limitation, the provision or withholding of the Treatment.

4. I understand that the summary translation of this RELEASE in Japanese (the "Summary") is an abbreviated version, and that in cases of conflict between the RELEASE and the Summary, the contents of the RELEASE shall control at all times.

5. Alternate Dispute Resolution. I agree and promise to conclusively resolve any and all disputes arising out of or related to this RELEASE by (i) good faith negotiations with JLSR, (ii) mediation with a mutually agreeable mediator, and if necessary (iii) binding arbitration under the auspices of the American Arbitration Association, in that order.

6. This RELEASE shall be governed exclusively by the laws of the State of North Carolina without regards to its or any jurisdiction's conflict of laws principles.

I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND INTEND TO BE LEGALLY BOUND BY MY SIGNATURE.

保護者氏名**/Parent/Guardian Name**

Print: **Sign:**

日付 **Date:**

「エピネフリン投与に関連した免責に関する同意書」の要約書

ローリー日本語補習学校殿（以下 JLSR）

児童生徒氏名 _____　　　**幼・小・中・高　　　年**

私は、上記児童生徒の保護者として当該性との(i)JLSR への入学（あるいは在籍）、(ii)JLSR の活動への参加、(iii)JLSR 施設の利用（(i)(ii)(iii)を総称して『JLSR 活動』という）に関し、当該生徒を代表して、本同意書に署名します。

1. 私は、JLSR 活動に関連して、病気のリスクがあることを認識し、同意します。
2. 私は、私又は当該生徒が JLSR およびその教職員、運営委員会、ボランティア、など（総称して『Releasees』という）に対して、いかなる請求権も取消不能な形で放棄することに合意します。さらに、私は、エピペンを含むエピネフリン注射製剤使用を含む救急措置などの行為（Treatment）を行うこと、又は、行わないことを含め JLSR 活動に関連し生じた、当該生徒に対する損害などに関する、請求、訴訟提起などを行う権利から Releasees を免責します。本条に規定する放棄、免責は Releasees に過失があるか否かを問わず有効とします。さらに、私は本同意書又は JLSR 活動に関連する紛争、要求について、裁判所において救済を求める自身の（及び当該生徒）の権利を取消不能な形で放棄します。
3. 私は、Treatment を行うこと、又は、行わないことを含め JLSR 活動に当該生徒が参加することで起きる(i)財産損失、(ii)病気、怪我、死亡に関連する訴訟、請求などから Releasees を防御し、補償します。私は Releasees が必要と判断した場合には、Releasees に、当該生徒に対して Treatment を行う権限を付与します。また同時に、当該権限の付与が Releasees に Treatment を行う義務を課さないことにも合意します。Treatment が行われた場合、その費用を支払うことに合意します。
4. 私は日本語による要約書（『本要約書』という）が省略されたものであり、本同意書と本要約書に不一致がある場合は、英語による本同意書が優先することを了解します。
5. 裁判外の紛争解決について、私は、本同意書に関連する扮装は、(i)JLSR との誠実協議、(ii)調停者に基づく調停、(iii)American Arbitration Association に基づく法的拘束力のある仲裁の順で解決することに同意します。
6. 私は、本同意書の解釈に辺り、ノースカロライナ州法が準拠法で有る事を認めます。

私は本同意書が法的効力を持つものとして、読み、理解し、署名します。

保護者氏名

署名： _____　　　**日付：** _____