



Quality Education through Personalized Learning

AGREEMENT REGARDING SCIENCE KIT USAGE

Return this form to:
Curriculum Resource Center
3144 Venture Drive, Suite 200
Lincoln CA 95648

1. As part of the educational program designed by Horizon Charter Schools (Horizon or Partnerships for Student-Centered Learning),

_____ its Student(s), and I,

_____ Please Print Student Name(s)

_____, the Student's or Students' parent or legal guardian, I

_____ Please Print Parent/Guardian's Name

have asked Horizon Charter Schools to order and supply to us for use in the Student's or Students' curriculum one or more science kits, chemicals, solutions, liquids and/or aerosols purchased by Horizon Charter Schools (collectively, "Science Kits") for the purpose of demonstrating and exploring scientific principles in chemistry, physics, or other natural sciences and developing laboratory skills. I have agreed to supervise the Student's or Students' use of these Science Kits.

2. **RELEASE FROM LIABILITY.** For and in consideration of permitting the Student(s) to utilize the Science Kits, which may include chemicals and other potentially hazardous substances for use in Student's or Students' course of study under my supervision, I hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action for personal injury or wrongful death occurring to the Student(s), or to any other person or persons, or property damage arising from the use of the Science Kits against Horizon Charter Schools or any of its officers, agents, teachers, or employees. I agree to release Horizon Charter Schools for liability for any said causes of action arising out of the Student's or Students' use of the Science Kits, whether authorized or unauthorized, and wherever and however such use or operation may occur and continue, including incidental activities. I hereby do so for my heirs, executors, administrators and assigns, and myself whether any said causes of action shall arise by the negligence of Horizon Charter Schools or otherwise.

3. **ASSUMPTION OF RISK, INCLUDING NEGLIGENCE.** By signing below, I hereby acknowledge that the use of Science Kits may pose certain risks of injury even if used properly, since the Science Kits may contain caustic materials, acids, and other materials which may pose risks of causing burns, explosions, fire, allergic reactions, or any other unexpected interactions with the materials supplied, or with the environment in which the Science Kit is used. I agree to release Horizon Charter Schools from any liability for any injury or damage that results from the use of the Science Kits by the Student(s). I assume all risks, and exempt, release and relieve Horizon Charter Schools from any and all liability for personal injury, property damage, or wrongful death, including that caused by the negligence of any person. I hereby acknowledge that I understand the effect of releasing Horizon Charter Schools of all liability for personal injury, property damage, or wrongful death, including that caused by negligence. I also agree to dispose of the Science Kits and their products and components safely and in a legal manner.

4. INDEMNIFICATION AND HOLD HARMLESS. I, for myself, heirs, executors, administrators or assigns, agree that, in the event any claim for personal injury, property damages, or wrongful death is brought against Horizon Charter Schools in any way relating to the Student's or Students' possession or use of the Science Kits, whether authorized or unauthorized, agree to indemnify and hold harmless Horizon Charter Schools from any and all claims or causes of action.

5. RESPONSIBILITIES OF STUDENT(S) AND PARENT/GUARDIAN.

a. I acknowledge that Horizon Charter Schools cannot provide direct supervision of operation or use of the Science Kits, and agree to be responsible for oversight and supervision of the Student's or Students' use of the Science Kits. I agree to ensure that before utilizing any portion of the Science Kits, the Student(s) and I will review the health and safety warnings and safety-related guides provided by the manufacturer with the Science Kits. I agree to notify Horizon Charter Schools immediately if it appears that the Science Kits do not include the health and safety warnings and guides indicated by the parts listing which are to be included in a complete kit. If the Science Kits issued to the Student(s) do not contain manufacturer's warnings, I agree to ensure that the Student(s) shall not use the Science Kits until the Student(s) receives, reads and understands such safety warnings.

b. I agree that the Student(s) shall follow all safety procedures and warnings, and shall properly utilize all safety mechanisms and devices provided by the manufacturer and any supplemental instructions which may be provided by Horizon Charter Schools. I agree that the Student(s) shall follow proper eye safety procedures as described in Education Code sections 32030 and 32031, which includes the use (at a minimum) of eye-safety glasses. I agree that the Student(s) shall not alter or remove any warning or label affixed to the Science Kits or the contents thereof.

c. I acknowledge that Horizon Charter Schools does not authorize any person other than me and the Student(s) to possess or use the Science Kits. Further, I acknowledge that I assume complete responsibility for the safekeeping and care of the Science Kits while not in the custody of Horizon Charter Schools or its teachers or employees, and I assume complete responsibility for any loss, damage or theft. I agree to dispose of any unused chemicals, solutions, liquids, or aerosols, and any other unused contents of the Science Kits, in accordance with applicable federal, state, and local laws and regulations. I agree that Horizon Charter Schools will not assume any responsibility for the cost of or arrangement for of the disposal of any unused chemicals, solutions, liquids, or aerosols, or any other unused contents of the Science Kits.

6. I acknowledge that I have read the foregoing Assumption of Risk, Release from Liability and Indemnity Agreement. I am fully aware of the potential dangers and risks inherent in and incidental to the use of the Science Kits, and am fully aware of the effect of signing this written instrument.

Student #	Student Signature	Date
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Parent #	Parent or Guardian Signature	Date
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ST Name