

PATH Consent to Engage in Off Campus Activities

Name: _____ Class: _____
State of Texas, County of Plano

THIS CONSENT AND RELEASE TO ENGAGE IN OFF CAMPUS ACTIVITIES (hereinafter the "Release") is entered into by and between the directors, officers, teachers, assistants, agents, and associates, (hereinafter collectively referred to as the "Teachers") of the Plano Association of Texas Homeschoolers (an unincorporated educational association engaging in educational activities at Lord of Life Lutheran Church located at 3601 15th Street, Plano, Texas 75075, hereinafter referred to as the "PATH"), and the parents and/or legal guardians of

(hereinafter, whether one or many, the "Children"), and

(hereinafter, the "Parent(s)"), as follows:

WHEREAS, the Teachers have volunteered their time, talent, and abilities to PATH, and
WHEREAS, the Parents are home educating the Children and desire that the Children attend and engage in the activities of PATH and the classes offered through PATH; and

WHEREAS, the Parents, recognize that such time, talent and abilities are good and valuable consideration; and

WHEREAS, the Parents have read and understood the various course descriptions, and recognize that some of the courses involve visits away from the Lord of Life Lutheran Church to various places around the Dallas/Ft. Worth Metroplex, and desire that the Children attend and participate in such off campus visits; and

WHEREAS, neither the Teachers nor PATH are able to engage in, teach, or offer certain classes unless they receive the consent and permission of the Parents to supervise, transport, discipline and care for the Children, and receive further assurance from the Parents that the Parents will release, hold harmless and covenant not to sue the Teachers or PATH for any harm, bodily injury, or other cause of action, including damages arising from the Teachers own negligence, that the Children may incur arising from their participation in such classes that require off campus travel; and

WHEREAS, the off campus activities of certain classes will necessarily involve the Children being transported in the privately owned automobiles of the Teachers and other volunteers assisting them, who are expressly intended to be covered by the benefits of this Release;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the foregoing recitals which are not mere recitals but are contractual in nature, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parents, on behalf of the Children as well as in their own capacity. do grant their permission for the Children to engage in any off campus activities, and do further hereby release, absolve, promise to defend, hold harmless and covenant not to sue, the Teachers, the Lord of Life Lutheran Church, and/or PATH, including each of their agents, assistants, substitutes, assignees, attorneys, officers, directors, managers and/or servants (hereinafter the "Released Parties") from any and all claims for damages, whether arising in tort, contract, at common law, based upon a statutory provision, or otherwise, including, but not limited to, any claim for ordinary negligence or gross negligence of the Released Parties arising directly or indirectly from the activities contained within the curriculum of any of the classes, as offered through PATH, whether on or off of the campus of the Lord of Life Lutheran Church (hereinafter the "Activity"). The Children, by and through the Parents, further covenant not to sue the Released Parties, for any claims arising from, or connected to the actions of the Released Parties in connection with the Activity. The Parents further agree to defend, indemnify, and forever hold harmless, the Released Parties, from any and all claims that may be brought by the Children, whether arising in contract, tort or otherwise, arising from the Children's participation in the Activity, whether such action is brought before or after the Children reaching their respective age of majority, including but not limited to, actions brought against any of the Released Parties for their negligence or gross negligence.

Signature _____ Date: _____