



SAVE HARMLESS AGREEMENT

AGREEMENT

BETWEEN

Name

Address

(hereinafter called the "Parents")

OF THE FIRST PART

- AND -

WETASKIWIN REGIONAL PUBLIC SCHOOLS #11

(hereinafter called the "Board")

OF THE SECOND PART

This Agreement is undertaken with respect to transporting the following students:

WHEREAS the Board has undertaken to provide transportation for certain pupils within its jurisdiction under **Administrative Procedure 343 - Student Transportation – Private Property Entry**.

AND WHEREAS the parents occupy the property known as _____.

AND WHEREAS in the interests of safety, it may be necessary for school vehicles provided by the Board to enter upon private property to load and unload students.

AND WHEREAS the parties hereto wish to clarify their relationship in instances where school buses are required to enter upon private property.

NOW THEREFORE the parties agree as follows:

1. The parent agrees with the Board that the parent shall make all reasonable efforts to provide safe and easy entry and exit of any school vehicle to or from the premises of the

parent for purposes of loading or unloading any children of the owners on or from the school vehicle.

2. The "reasonable efforts" of the parent referred to in Clause 1 shall include, without limiting the generality of this provision, the storage or parking of machinery off routes of entry and exit to the private property during such times as the school vehicle is required to use such routes, and the control of farm animals of any description in such manner as to prevent them from coming in contact with or hindering the entry or exit of the school vehicle.
3. The parents hereby agree to save harmless the Board, its agents, administrators and employees from and against all claims, demands, losses, costs, damages, actions and causes of actions of any nature whatsoever arising out of any act or omission, whether negligent or not, in relation to any injury or bodily injury, including death, resulting therefrom, or any damage to the real property described herein or any chattels or personal property on the said real property, if any of such injuries or damage arise from the operation or any matter related to the operation of the said school vehicle.
4. The parents shall reimburse to the Board any costs incurred by the Board as a result of damage occurring to the school vehicle caused by negligence of the parents in not maintaining adequate routes of entry and exit to the property, or for any collision between the school vehicle and machinery or vehicles on the private property, or any collision with any farm animals of any kind or nature whatsoever.
5. The indemnification herein provided by the parents to the Board shall extend to include the employees and agents of the Board while engaged in their regular duties with or for the Board.
6. This agreement is also to the benefit and binding upon the respective heirs, executors, administrators and successors and assigns of the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the

THE PARENT:

FOR THE BOARD:

Parent

Transportation Manager

Witness