



St. Louis King of France Catholic School

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Pamela K. Schott, Principal

Reverend Mark S. Raphael, Pastor

RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT

(Re: *EPI pens*)

Whereas, the child of _____ (parents) (hereinafter “parties”), is enrolled at and attends St. Louis King of France, in Metairie, Louisiana;

Whereas, La. R.S. § 17:407.50.2 enacted by 2022 Act 335 of the Louisiana Legislature provides that each early learning center shall adopt a policy authorizing a trained early learning center employee to administer auto-injectable epinephrine to a child who the trained early learning center employee, in good faith, professionally believes is having an anaphylactic reaction, whether or not such child has a prescription for epinephrine;

Now, therefore, in view of the foregoing, the parties hereto, Archdiocese of New Orleans and St. Louis King of France Roman Catholic Church, Metairie, Louisiana, as owner and operator of St. Louis King of France, agree as follows:

1) The parties understand that certain staff designated by St. Louis King of France may administer with and/or use auto-injectable epinephrine (hereinafter “EPI PEN”) on _____ (child), when such staff, in good faith, professionally believes _____ (child) is having an anaphylactic reaction, regardless of whether or not _____ (child) has a prescription for epinephrine.

2) _____ (parents), father and mother of _____ (child) , hereby agree to release, defend, indemnify and hold harmless St. Louis King of France, the Roman Catholic Church of the Archdiocese of New Orleans, their members, directors, officers, pastor(s), priests, religious, principals, employees, teachers, staff, insurers and/or reinsurers, or agents (hereinafter, collectively, “Releasees”) from any and all liability and/or damages (including but not limited to physical, mental, emotional and/or economic damages) that may be sustained by themselves and/or their child, _____ or third parties arising from negligence or fault or strict liability of Releasees in administering or failure to administer _____ (child) with and/or using an EPI PEN on and/or failure to use an EPI PEN on _____ (child) (including but not limited to failure to administer or use the EPI PEN timely) and/or from the diagnosis and/or failure to diagnose and/or treat _____ (child) for any reactions that may be connected to the use or failure to use an EPI PEN.

3) In consideration of the foregoing, Archdiocese of New Orleans Roman Catholic Church, Metairie, Louisiana, as owner and operator of St. Louis King of France agrees to allow the child, _____, to continue to be enrolled in and attend St. Louis King of France.

4) The parties understand and agree that this agreement is valid during the entire period of time that _____ (child) is enrolled at St. Louis King of France, with the understanding that the parties hereto may subsequently consummate a similar agreement for later years during

which _____ (child) may be enrolled at St. Louis King of France without altering or changing the provisions of this agreement unless such subsequent agreement specifically provides otherwise or contradicts and supersedes the terms of this agreement, or unless provided otherwise by law.

By: _____ Date: _____
Parent

By: _____ Date: _____
Parent

By: _____ Date: _____
Principal and Agent for St. Louis King of France