

SAN DIEGUITO UNION HIGH SCHOOL ASB HONORARIUM WAIVER FORM

In consideration of permitting the undersigned Speaker, Performer, or Lecturer (Contractor) to speak, lecture or perform on property within the San Dieguito Union High School District, Contractor hereby agrees as follows:

Date and Time of Event:

Description of Services:

Compensation:

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Contractor agrees to protect, indemnify, and hold harmless the San Dieguito Union High School District, its Board of Trustees, officers, members, students, representatives, agents, volunteers, guests, invitees, and/or employees (District) from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence on District property. If any action or proceeding is brought against the District due to the active or passive negligence of Contractor, Contractor agrees that District may defend such action or proceeding at Contractor's expense.

It is agreed that the District shall not be liable to Contractor for any claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property, irrespective of the cause thereof and even though the same may have been caused or resulted in whole or in part by or from the negligent act or omission of the District. Contractor hereby releases and waives all rights and claims against the District with respect thereto.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which paid services are being performed pursuant to this agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

Contractor agrees to carry comprehensive general health and automobile liability insurance adequate enough to protect both the Contractor and the District against any liability or claims of liability that may arise out of performance of the services. Upon request, Contractor shall provide District with proof of such insurance coverage.

If Contractor is to provide services on a school campus when students are present, Contractor agrees to comply with district requirements regarding constant supervision by district employees or submittal to fingerprinting and criminal background check by the District Human Resources Department. Contractors who may have contact with District students in the course of providing services agree that they have not been convicted of a felony, as defined in California Penal Code and in violation of California Education Code. Contractor shall defend, indemnify, protect, and hold the District harmless from and against any and all claims asserted or liability established for damages or injuries which arise from or are connected with or are caused or claimed to be caused by any Contractor interactions with District students. If any action or proceeding is brought against the District due to Contractor interactions with District students, Contractor agrees that District may defend such action or proceeding at Contractor's expense.

Force Majeure is defined as any Act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), or interruption or failure of electricity or telephone service, an unavoidable casualty, embargo, labor dispute, strike, lockout, government order, act of civil or military authorities, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or similar unforeseen event that renders performance commercially implausible.

Neither the District nor the Contractor will be held responsible for the cancelation of the Agreement because of Force Majeure. Any deposits and/or payments will be refunded or applied to a future event per the District's request.

The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

Contractor is not being engaged by ASB or District on a fulltime, exclusive basis and Contractor will retain the right to perform Contractor's services for other third parties and engage in other activities during the term of this Agreement, provided such other services do not create a conflict of interest with ASB or cause ASB to be in violation of any applicable law, rule or regulation. Contractor and ASB and District intend and agree that Contractor is an independent

contractor and that nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee, agency, partnership, or joint venture between ASB, the District and the Contractor. Contractor hereby acknowledges and agrees that it will have no authority to enter into or incur any obligation or liability on ASB or District's behalf.

(b) ASB and District will not control and will have no right to control the manner, means or method by which Contractor performs services. However, ASB will have the right to exercise general supervision over the results to be derived from Contractor's services and the date by which such services will be completed, and will determine whether such services were satisfactory to ASB.

(c) Contractor will bear sole responsibility for compliance with all applicable laws and for reporting and payment on behalf of Contractor and any of its employees or agents providing services to ASB pursuant to this Agreement, of any federal, state or local income or employment tax or withholding, unemployment insurance, workers' compensation insurance, liability insurance, health insurance, retirement or other welfare or pension benefits, and/or other payments and expenses. Contractor understands and agrees that neither Contractor nor any of its employees or agents providing services under this Agreement are eligible for, and will not be eligible to participate in, any ASB or District employee benefit plans or programs. Contractor, and its employees and agents providing services to ASB under this Agreement, hereby waive any right or claim to wages, compensation incentives, bonuses, profit sharing participation, unemployment insurance, health insurance, or participation in any employee benefit plan, policy or program sponsored by ASB or District that may be provided to employees of ASB or District.

Name (typed or written)

Signature

Date