

**Form B**

**RELEASE AND WAIVER OF LIABILITY FOR ADMINISTERING  
EMERGENCY TREATMENT TO CHILDREN WITH SEVERE ALLERGIES**

This is a RELEASE AND WAIVER OF LIABILITY FOR ADMINISTERING EMERGENCY  
TREATMENT TO CHILDREN WITH SEVERE ALLERGIES  
(hereinafter, referred to as the "Release")

Made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of  
Kensington (the "Town" and

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(Parent(s)/ Guardian(s))

Residing at \_\_\_\_\_  
(Address)

Who are the Parent(s)/Guardian(s) of

\_\_\_\_\_;  
(Child's Name)

WHEREAS, the Town has been requested by the Parent(s)/Guardian(s) to administer emergency treatment (including the administration of epinephrine) to the child during certain emergency situations when the child has come in contact with an allergen and is in danger of anaphylaxis, as prescribed in writing on the child's "Authorization For Emergency Care of Children With Severe Allergies", all in accordance with and subject to the Town's policy for administering emergency treatment to children with severe allergies.

## Form B

NOW, THEREFORE, in consideration of the agreements and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parent(s)/ Guardian(s) hereby agrees to hold harmless, releases and forever discharges the Town and its employees or agents from any and all liability arising in law or equity as a result of the Town's employees or agents administering epinephrine and providing other emergency care in conformance with the child's "Authorization For Emergency Care Of Children With Severe Allergies" (hereinafter referred to as the "Authorization"), provided that the Town has used reasonable care in administering epinephrine and in providing other authorized care in accordance with the Authorization.
2. This Release shall be governed by the laws of the State of New Hampshire.
3. This Release supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the Authorization (including any additional physicians instructions or clarifications), which is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.
4. The reference in this Release to the term the "Town" shall include the Town of Kensington, its officers, board members, directors, employees, volunteers, agents and representatives. The terms "Parent(s)/Guardian(s)" shall include the dependents, heirs, executors, administrators, assigns and successors or each.
5. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of the Release. This Release shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

TOWN OF KENSINGTON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_