

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION COVENANT NOT TO SUE

_____ (Owner) owner of the private roadway described as: _____, for and in consideration of safety and convenience of having State of South Carolina Public School Buses pick up and drop off children on this private roadway, does hereby execute this waiver of liability and covenant not to sue.

I understand that there are risks of damage to property if a school bus utilizes the private roadway described above. I agree to assume these risks as a property owner, and I, on behalf of myself, my heirs, and assigns, hereby release and waive any claim to liability against the State of South Carolina, and any of its agencies, employees, and agents, with respect to any injury, or damage to property or person, incurred by me as a result of the regular bus route encompassing my private roadway. I assume all risk of injury to person and property related to this accommodation. This waiver remains in effect until revoked by either party by giving thirty (30) days written notice.

Upon giving thirty (30) days written notice, Owner may request that the S.C. Department of Education and the _____ School District cease operating school buses on this roadway. Upon the expiration of thirty (30) days following written notice, this release will expire. This release does not bind the S.C. Department of Education or the _____ School District to provide the transportation service on the private roadway.

I agree to indemnify and hold harmless the State of South Carolina and its agencies, agents, and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from the use of my private roadway as part of the regular bus route. I further agree to release, acquit, and covenant not to sue the State of South Carolina and its agencies, agents, and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity or whatever kind, including the negligence of the State of South Carolina and its agencies, agents, and employees. This waiver is made on behalf of my heirs and myself.

I, of my own free will, have read, understand, and acknowledge the risks and liability for myself and agree to the conditions set forth above.

Signature of Owner

SWORN TO BEFORE ME this

_____ day of _____, 20_____

Notary Public for South Carolina
My Commission Expires: