



**PRIVATE TUTOR AGREEMENT
RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

In consideration of the opportunity for my child, _____, to meet with his/her private tutor, _____, at _____ (the "School") on the days and times set forth below, I knowingly and voluntarily on behalf of myself and my minor child do hereby release, hold harmless, and indemnify the School, the Roman Catholic Archbishop of Baltimore, and his successors, a corporation sole (the "Archdiocese"), and their respective affiliates, agents, employees, directors and officers from any and all liability (including attorneys' fees), claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury that may be sustained by any person, including myself, my child, the tutor, or any other party as a result of my child's participation in tutoring sessions and/or any acts or omissions by my child or the tutor. I acknowledge that the tutor is not an employee of the School or the Archdiocese; that neither the tutor, the tutoring sessions, nor the content of any tutoring session will be supervised by the School or the Archdiocese or any of their employees; that the School's obligation to supervise the student generally commences at the beginning of the school day and ends at the conclusion of the school day and that students arriving before the school day begins or remaining after the school day ends for the purposes of meeting with tutors will not be supervised by the School; that the School makes no warranty that tutoring sessions will improve student performance; that the undersigned parties are responsible for coordinating the student's transportation home following any tutoring sessions; and that none of the undersigned parties are providing any compensation to the School or the Archdiocese for the tutoring sessions, which are being permitted to occur on school grounds only as a courtesy for the student and the student's family and in consideration of this release. I understand and acknowledge that the School may revoke the permission to hold tutoring sessions at any time in its sole discretion. I understand and agree that the tutor must consent to and provide the necessary information for the Archdiocese to obtain a third-party criminal background screening of the tutor, to be conducted at the School's expense, if the tutor is not actively registered in the Archdiocesan Child and Youth screening program. I understand that if the criminal background screening reveals that the tutor has a criminal record that includes any violent offenses, sexual offenses, offenses involving minors (including child abuse and neglect), or other offenses that would render the tutor unsafe to have contact with minors, the tutor may not hold tutoring sessions at the School. I understand and agree that the School and Archdiocese make no warranty about the completeness, reliability, or accuracy of the criminal background screening, that the School and Archdiocese have not undertaken and are not under any duty to investigate or review the qualifications or fitness of the tutor, and that I am solely responsible for the hiring, selection, and supervision of the tutor.

By signing below, the tutor agrees to release, hold harmless, and indemnify the School and the Archdiocese on the same terms as those set forth above and further agrees that the Archdiocese may share the results of the tutor's criminal background check with the School and undersigned parents. Tutor also agrees that tutor must announce his/her presence at the School office each time tutor arrives at School; that tutor may not interact with other students while at the School besides



the student receiving tutoring services; and that tutor shall not enter any areas of the School besides those in which the tutoring services are to be performed or which are necessary to access the areas in which the tutoring services are to be performed.

I HAVE READ THE ABOVE RELEASE AGREEMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

Signature of Parent/Guardian _____ Date _____

Name of Parent/Guardian _____

Signature of Parent/Guardian _____ Date _____

Name of Parent/Guardian _____

Signature of Tutor _____ Date _____

Name of Tutor _____

Tutoring Session Information:

Beginning/Ending Time of Tutoring Sessions: from _____ to _____

Days of Sessions (X): M T W TH F

If sessions will occur less frequently than once per week or on varying days, explain here:

Location of Sessions: