

**MONROE COUNTY SCHOOL DISTRICT**

**Application for School Board  
Approval for Student Transportation  
In Privately Owned Motor Vehicle(s)**

Sponsor	Event
School	
Date	

Application is made to the Monroe County School District for approval to transport students in privately owned motor vehicles or motor vehicles, and I certify the following:

Yes No

- 1. The transportation is in connection with a school function or event.
- 2. The school has undertaken to participate in, sponsor, or provide student participation in the school function or event.
- 3. The function or event is a single event and not part of a scheduled series or sequence of events to the same location.
- 4. As a practical matter, a school district-owned school bus or passenger vehicle is not available for the transportation of the students.
- 5. The parent(s)/guardian(s) of each student to be transported have been notified in writing of the arrangements for transportation in privately owned vehicles and written consent of the parent(s)/guardian(s) for each student to be transported is on file in the school principal's office.
- 6. Students will be transported only in designated seating positions in the motor vehicle, and each student will be required to use the occupant crash protection system provided by the vehicle manufacturer at all times while being transported in the vehicle.
- 7. A copy of a current valid Florida motor vehicle operator or chauffeur's license for each driver of all privately owned motor vehicles to be used in transporting the students is on file in the office of the school principal.
- 8. Each student to be transported is covered by a policy of student insurance specifically providing coverage for transportation in a privately owned motor vehicle for school-related purposes.
- 9. A power of attorney for medical and dental services has been executed by the parent(s)/guardian(s) and will accompany the student being transported (FOR OUT-OF-COUNTY TRIPS ONLY.)

Specific information covering the event is provided on the reverse of this form.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal or Designee

**School District Approval**

This application was  approved  disapproved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

Date:	Event	
Time		
Depart:		
Time		
Arrive:		
Time at		
Location:		
Time		
Depart:		Address:
Time		
Return:		
Out-of-County? <input type="checkbox"/> YES <input type="checkbox"/> NO		

Student's Name	Age	Student Insurance?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Attach separate page if more than ten students)</i>		

Motor Vehicles To Be Used (Attach Separate Page If Required)				
Year				
Make				
Designated Seats				
Crash Protections	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of Students				
Operator				
Operator Status	<input type="checkbox"/> Employee <input type="checkbox"/> Volunteer	<input type="checkbox"/> Employee <input type="checkbox"/> Volunteer	<input type="checkbox"/> Employee <input type="checkbox"/> Volunteer	<input type="checkbox"/> Employee <input type="checkbox"/> Volunteer
Insurance on File:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Instructional Staff/School Board Employee(s) Accompanying Students

Leader/Assistants: \_\_\_\_\_

\_\_\_\_\_



**Power of Attorney for Medical/Dental Service**

State of Florida        )  
                                  )  
County of Monroe        )

Know All Men By These Present, that I, the undersigned parent/guardian of the minor student identified on the reverse hereof, do hereby make, constitute, and appoint the below-named Monroe County School District Primary and Alternate Employee, jointly and either of them severally, my true and lawful attorneys-in-fact and attorney-in-fact, for me and in my name, place and stead, to seek, obtain, obligate, incur, and promise to pay for, medical and dental attention and treatment including but not limited to emergency hospitalization and care, surgery, medical treatment, dental treatment, and medical confinement for the minor students identified on the reverse hereof, giving and granting to said attorneys-in-fact, or either of them, the full power and authority to do and perform all and every act and thing whatsoever, necessary and proper to be done in and about the premises as fully and to all intents and purposes as I might or could if personally present, with full power of substitution and revocation. I hereby ratify and confirm all that my said attorneys, or either of them, or their or his or her substitutes or substitute, shall lawfully do or cause to be done by virtue hereof.

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Parent/Guardian

Sworn To and Acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, in the State and County aforesaid.

(Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
At Large. My commission expires:

\_\_\_\_\_  
Name of Primary Employee

\_\_\_\_\_  
Name of Alternate Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Alternate Employee

Monroe County School District  
 Notice, Consent and Waiver:  
 Transportation in Privately Owned Motor Vehicles

Sponsor	Event:
Name of Student	
School of Student	

**I. Notice to Parent(s)/Guardian(s)**

The above-named school has undertaken to participate in, to sponsor, or to provide the participation of students in the school function or event described above. As a practical matter, transportation to and from the event is not available through the use of a school district bus or school district passenger car.

An application to the School Board will be made by personnel of the above-name school for authorization to transport the above-named student to and from the event in a privately-owned motor vehicle or motor vehicles. Section 234.02(2)(b)(3), Florida Statutes, requires written consent of the student's parent(s) or guardian(s) before a student is transported in a privately owned motor vehicle. If written consent is not obtained, the student will not be permitted to be transported to or from the event in the School Board-approved privately owned motor vehicle(s); however, the student's lack of participation in the event, because consent is not received, will not be a basis for any action by the school or its employees that will be detrimental to the student's grades, current academic status, disciplinary record or involvement in future school-related or sponsored events; and if the above-event is scheduled during normal school hours, alternative arrangements for the student will be provided at the school. Out-of-county trips require a medical/dental treatment authorization to be completed.

\_\_\_\_\_ Date

\_\_\_\_\_ Principal or Designee

**II. Consent** (Check only one block)

A. I/we do not give my/our consent for the above-named student to be transported to or from the event described above in a privately owned motor vehicle.

\_\_\_\_\_ Date

\_\_\_\_\_ Parent/Guardian

\_\_\_\_\_ Parent/Guardian

***(Note: Read and understand the terms and conditions on the reverse before signing below.)***

B. I/we hereby give my/our consent to the above-named student to be transported to and from the above-described event in a privately owned motor vehicle; I/we am/are the parent(s)/guardian(s) of the student, and by signing below I/we agree to the terms, conditions and waiver of the liability on the reverse of this form, and I/we have signed a medical/dental treatment authorization (for out-of-county trip only).

\_\_\_\_\_ Date

\_\_\_\_\_ Parent/Guardian

\_\_\_\_\_ Parent/Guardian

## WAIVER

By signing the consent on the reverse side of this form, I specifically and with full knowledge of the legal effects of my agreement herein, for myself and for the student named on the reverse, do hereby agree as follows:

1. RISK INVOLVED: I am aware that there are substantial risks involved in the operation of a motor vehicle, and that a passenger in a motor vehicle is subject to injury or death as a result of the negligence of the operator or the motor vehicle in which the passenger is located, the negligence of the operator of another motor vehicle, or the negligence of the passenger himself or herself. With this knowledge, I have signed on the reverse.

2. NO WARRANTY BY SCHOOL: I agree that neither the School District nor any employee or agent of the School District has assured me, or warranted or guaranteed to me, the abilities, qualifications or experience of the person or persons to be operating the motor vehicles in which the student named on the reverse will be transported, and that neither the School District, School Board members, or any employee of the School District shall be liable for any injuries to, or the death of, the said student resulting from the negligence of any person while the student is a passenger in the motor vehicle.

3. INSURANCE: I agree that the risk of loss of any damages for personal injury or death of the student should be shifted from the School District, School Board members and school district employers to an insurance carrier. I further agree that, as a minimum, I will obtain "student insurance" coverage or other insurance coverage which specifically covers the student while a passenger in the motor vehicle.

4. LIQUIDATED DAMAGES: In the event that a court or competent jurisdiction enters a judgment finding any part of this Waiver relating to the release of liability or indemnity of the School District, School Board members, and school district employees unenforceable, then and in that event I agree that the sole, exclusive, and total amount of damages which may be awarded to me or the student by a court shall be limited to those amounts specified in the scheduled published in Guarantee Trust Life Insurance Policy on file with the School Board.

5. RELEASE OF LIABILITY: In consideration of the School Board's approval for the student to be transported in a privately owned motor vehicle, and for other good and valuable consideration I, for myself and the student and for our heirs, executors, personal representatives, guardians, administrators and assigns, do hereby specifically remise, release, acquit, satisfy, and forever discharge and by these presents do, for my heirs, executors and administrators, remise, release, acquit, satisfy and forever discharge the said School District of Monroe County, Florida, the School Board members, its Superintendent, and its employees, and their heirs, executors, administrators and successors of and from all, and all manner of, actions cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, against the School District, School Board members, its Superintendent, and its employees, that I ever had, now have, or which my heirs, executors or administrators, hereafter can, shall or may have, for, upon or by reason of any matter, cause or think whatsoever, especially as to any action pertaining to any injury that may be suffered by the student in relation to the student's transportation in a privately owned motor vehicle.

6. COVENANT NOT TO SUE: In consideration of the School Board's approval for the student to be transported in a privately owned motor vehicle, and for other good and valuable consideration, I for myself and for the student, covenant that I will venue, individually or as the parent/guardian of the student, institute any action at law or in equity against the School District, School Board members or school district employers on account of any injury, death, or other loss or damage sustained or that might be sustained by us or by the student as a consequence of the student being injured while being transported in a private motor vehicle in relations to the event described on the reverse. I resume the right to proceed against members, and school district employees for the recovery of full satisfaction of any claim for damage that I may have on account of any injury, death, or other loss or damage sustained or that might be sustained by us or by the student as a consequence of the student being injured while being transported in a private motor vehicle in relation to the event described on the reverse. This covenant may be pleaded as a complete defense to any action or proceeding that may be brought or instituted by me or by the student or by our legal representative or heirs in breach of this covenant.

7. ATTORNEY'S FEES AND COSTS: I further agree that the prevailing party in any action in which this waiver is entered into evidence shall be entitled to an award against the non-prevailing party for reasonable attorney's fees and costs, including attorney's fees and costs in appellate proceedings.

DRIVER AGREEMENT FORM  
(To Use Private Vehicle for Student Transportation)

I have been fully informed of the School Board requirement of student transportation in private vehicles and certify that I meet the following:

1. Possess a valid Florida drivers license.
2. Am at least 18 years old.
3. Have required automobile insurance coverage.
4. Have automobile insurance which includes the following coverage:
  - a) Liability: \$100,000 each person/\$300,000 each accident
  - b) Property Damage: \$25,000 each accident
  - c) Medical Coverage: \$5,000 each person

I furthermore understand that the school district does not assume any liability for any injuries and/or damages sustained by a student while the student is being transported in a private owned and/or operated vehicle.

Date: \_\_\_\_\_

Signature of Driver: \_\_\_\_\_

Printed Name of Driver: \_\_\_\_\_

Make and Year of Car: \_\_\_\_\_

License Tag#: \_\_\_\_\_

Purpose for Use of Car: \_\_\_\_\_

Date(s) for Use of Car: \_\_\_\_\_

APPROVAL: \_\_\_\_\_  
Principal

\_\_\_\_\_ Date