

**Exhibit 2**

**SIBLING SELF TRANSPORTATION AGREEMENT**

DATED this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**BETWEEN:**

**THE BOARD OF TRUSTEES OF  
CHINOOK’S EDGE SCHOOL DIVISION**  
(hereinafter referred to as "the Board")

OF THE FIRST PART

- and -

**NAME OF STUDENT**  
of \_\_\_\_\_, in the Province of Alberta  
(hereinafter called the "Student")

OF THE SECOND PART

-and-

**NAME OF PARENT**  
of \_\_\_\_\_, in the Province of Alberta  
(hereinafter called the "Parent")

**WHEREAS** the Student is a resident Student of the Board;

**AND WHEREAS** the Parent is a parent of the Student and is joined to this Agreement if the Student is not an independent student;

**AND WHEREAS** by virtue of section 59.1 of the Education Act, the wording of which is set out at the end of this Agreement, the Board, the Student, and the Parent have entered into an agreement under which the Student and Parent will entirely assume the obligations of the Board to transport the Student(s) to and from curricular and extra curricular events from time to time;

**AND WHEREAS** in order to avoid confusion the Board, and its personnel shall not be obliged to inquire into, provide permission for, or keep a record of the Student’s self-transport under this Agreement

**NOW THEREFORE** in consideration of the mutual terms, covenants and provisions contained in this Agreement to be made, kept, observed and performed by the Parent(s) and the Board the parties agree as follows:

## **SECTION I INTERPRETATION**

### **1.1 DEFINITIONS:**

Unless the context requires otherwise, the following terms and expressions shall have the meaning set forth below whenever used in this Agreement, including the recitals, namely:

- a) **“Agreement”** means this Agreement entitled "Student Self Transportation Agreement" including all agreements and documents incorporated by reference into this Agreement, if any;
- b) **“School”** means a school operated by the Board;
- c) **“Student(s)”** means the student of the Board described herein and shall include any sibling of the Student when the context requires;
- d) **“Term”** means the term of this Agreement as set forth herein;

### **1.2 HEADINGS, ETC.**

The division of this Agreement into sections, paragraphs, subparagraphs and the insertion of headings is for convenience of reference only and shall not affect its interpretation.

### **1.3 SEVERABILITY**

Every part of this Agreement is severable and the invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any other part.

### **1.4 STATUTES**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the accompanying regulations with all amendments, in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute or the regulations.

### **1.6 GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the Province of Alberta. The parties attorn to the exclusive jurisdiction of the courts of the Province of Alberta in the Judicial

District of Red Deer. The Parent and Student irrevocably consent to the service of any and all process in any action or proceeding by the mailing of copies of such process, or delivery of same, to the Parent at the address for the Parent set out herein.

**1.7 ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, representations, undertakings, promises, inducements, understandings, arrangements or other agreements, whether oral or written, express or implied, direct or indirect, collateral or otherwise, between the parties pertaining to the subject matter of this Agreement except as set forth in this Agreement. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, express or implied, direct or indirect, collateral or otherwise, between the parties.

**1.8 AMENDMENT AND WAIVER**

No amendment or waiver of this Agreement shall be binding on a party unless executed in writing by that party. No waiver of any part of this Agreement shall constitute a waiver of any other part, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided.

**1.9 TIME**

Time is of the essence in this Agreement.

**1.10 TIME FOR ACT**

If the day upon which any act is required to be done, or made, by this Agreement is not a business day of the Board, that act may be done or made on the next following business day.

**1.11 FORCE MAJEURE**

No party shall be liable to the other or be in default of this Agreement for its failure to fulfil its obligations under this Agreement if that failure arises for any reason beyond its control, including strikes, lockouts, labour disputes, acts of God, acts of nature, acts of Governments or their agencies, fire, flood, storm, power shortages or failure, sabotage, inability to obtain raw material, fuel, utilities or transportation provided that the party relying on the provisions of this sub-Section shall promptly give notice to the other parties of its inability to fulfil its obligations and the reasons for that inability and makes reasonable efforts to remove that inability and fulfil its obligations if it is reasonably likely that the inability can be rectified by so doing.

**SECTION II  
STUDENT / PARENT TRANSPORTATION**

- 2.1 The Parent or Student shall supply all the requirements including a vehicle for the transportation of the Student to and from the curricular or extracurricular events.
- 2.2 Only the Student, and one or more siblings of the Student, may be transported pursuant to this Agreement

**SECTION III  
ROUTES**

- 3.1 The Student shall travel to and from the curricular or extracurricular activity on any route chosen by the Student but the Board shall not be liable for costs of any kind associated with such travel.

**SECTION IV  
STUDENT / PARENT OBLIGATIONS**

- 4.1 The Student and Parent shall for all purposes regarding transportation of the Student stand in place of the Board and assume all obligations of the Board in that regard. This provision does not imply that any insurance of the Board is available to the Parent and the Board specifically advises that such insurance is not available to the Student and Parent and the Student and Parent acknowledge same and acknowledges the Parent, is responsible for having the insurance that the Parent considers adequate to cover the Parent and the Student in respect of the activities under this Agreement.
- 4.2 The Parent or Student will advise his or her automobile insurer of the terms of this Agreement.
- 4.3 Any vehicle used by the Student to carry out this Agreement shall be in safe and proper working condition.
- 4.4 The Parent and Student shall be solely liable for all costs and expenses incurred in connection with fulfilling the Student's and Parent's obligations under this Agreement.

**SECTION V  
BOARD'S OBLIGATIONS**

- 5.1 The Board's only obligation shall be to advise the Parent if the Student does not attend at a curriculum or extracurricular event as expected.

**SECTION VI  
NO TRANSFER**

6.1 The Student or Parent may not transfer or assign this Agreement to another party without the express prior written consent of the Board, which consent may be unreasonably withheld. Any transfer or assignment of this Agreement shall be conditional upon the transferee or assignee entering into a new agreement containing the same terms and conditions as are set out in this Agreement.

**SECTION VII  
TERM**

7.1 This Agreement comes into effect on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, and shall remain in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, unless terminated earlier.

**SECTION VIII  
TERMINATION**

8.1 The Board or the Parent or Student shall have the right to terminate this Agreement at any of their options by giving the others at least twenty (20) calendar days' notice of such termination.

**SECTION IX  
RELATIONSHIP AND INDEMNIFICATION**

9.1 For the purposes of carrying out this Agreement, the Parent and Student are and will at all times remain independent of the Board, and are not, and shall not represent themselves to be the agent, joint venturer, partner, or employee of the Board.

9.2 The Board shall not be obligated or liable for any injury or death of any person or damage to any property caused or contributed to by the Parents of Student's action, failure to act, negligence, or wilful conduct, nor for any liability of the Parent, which may not be subject to or covered by insurance.

9.3 The Parent and Student, jointly and severally, agree to indemnify and hold harmless the Board and its elected members, employees, agents, successors and assigns, and insurers from all suits, proceedings, assessments, losses, claims, demands, or causes

of action of any nature or kind (a "Claim"), directly or indirectly arising out of, or in any manner associated or connected with this Agreement including but not limited to any and all damages, costs, expenses and fees (including legal expenses and fees on a full indemnity basis), losses, fines or penalties incurred by or on behalf of the Board in the investigation, defence or settlement of any and all Claims.

- 9.4 The above indemnification shall survive the termination or expiration of this Agreement.

## **ARTICLE X CONFIDENTIALITY**

- 10.1 Any information made available by the Board related to this Agreement shall be considered confidential information.

## **SECTION XI GENERAL**

- 11.1 This Agreement shall enure to the benefit of and be binding upon the Board, the Parent and the Student.
- 11.2 The Parent and Student agree that the Board's departure from its normal practice that Students cannot drive themselves to and from curricular or extra curricular events is good and sufficient consideration for this Agreement and the existence of and adequacy of that consideration will not be challenged or questioned.
- 11.3 All obligations of the Board and the Parent, and the Student which expressly, or by their nature survive termination, or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until they are satisfied or by their nature expire.
- 11.4 Any notice required or permitted to be given hereunder shall, unless otherwise permitted, be in writing and be deemed to be sufficiently and duly given if delivered personally, or if sent by prepaid courier, if to the Board addressed as follows:

### **THE BOARD OF TRUSTEES OF CHINOOK'S EDGE SCHOOL DIVISION**

4904 – 50th Street

Innisfail, Alberta

T4G 1W4

Attention: Dr. Marcie Perdue

Associate Superintendent of Student Services,

or if to the Parent addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, AB \_\_\_\_\_  
Phone Number: 403 - \_\_\_\_\_

or if to the Student addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, AB \_\_\_\_\_  
Phone Number: 403 - \_\_\_\_\_

Any notice so given or made shall be deemed to have been given or made and received on the date of delivery. Any party from time to time by notice in writing given pursuant to the terms of this Agreement may change its address for the purpose of this Agreement.

- 11.5 Each party warrants that it has the authority to enter into this Agreement and that the Agreement does not contravene any law or regulation or agreement binding or affecting either party.
- 11.6 This Agreement may be executed in counterpart by the parties with the same effect as if all parties had signed the same document. Each of the counterparts shall be deemed to be an original and shall be construed together and shall constitute one and the same Agreement.

**[balance of page intentionally left blank-next page is signatures]**

**IN WITNESS WHEREOF** the parties to this Agreement have executed these presents on the day and year first above written.

**THE BOARD OF TRUSTEES OF  
CHINOOK'S EDGE SCHOOL DIVISION**

Per: \_\_\_\_\_

**PARENT**

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PRINT NAME

**STUDENT**

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
PRINT NAME

Transport by parent

**59.1(1)** A board may, instead of providing transportation under section 59, enter into an agreement with the parent of the student under which the parent will

- (a) convey the student to and from school or the bus route, and
- (b) receive payment, as determined by the board, for providing that service.

**(2)** A board is not under any liability to the parent of a student or to a student for negligence arising out of the student's being conveyed to and from school or the bus route pursuant to an agreement made under this section.

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