

**APPLE iPad
USE LIABILITY AGREEMENT FOR
IMMACULATA-LA SALLE HIGH SCHOOL**

RE: APPLE IPAD MODEL # _____
STUDENT NAME: _____
DATE: _____

Immaculata-La Salle High School ("the School") is configuring the Apple iPad ("the device") for connection to the School's wireless network, available to current students.

Please read the terms and conditions of this User Agreement carefully, which governs the use of the device, which is on loan from the School until the student graduates. You may not take possession of such device until you have read and accepted the terms of this User Agreement and signed the Release Form.

The School grants you the personal, non-exclusive right to utilize the device referenced above no sooner than August 1th, 2014 through no later than June 16th, 2015. This Device should be exclusively for school use. Any use of the device that interferes with its exclusive purpose is not permitted.

Upon entrustment of the device referenced above into your care, you assume the responsibility and liability of the device. Furthermore, you agree to return the device on the scheduled or arranged date of return in the same condition as which you received it, ordinary use and wear expected.

This agreement serves as a legal document between you and the School (the owner of this device).

LIABILITY

While in your possession, you are fully responsible for any theft or physical damage of this device and will be held accountable for the replacement or repair of this device. You are responsible for all cables and components of this device. You are responsible for keeping this device clean and in good condition during its use and upon its return to the School. You shall not lend this device to anyone without written permission from the Principal or Assistant Principal of the School. Please note that if you lend this device to another person without prior permission, you are nonetheless accountable and responsible for the replacement of this device, and may be subject to the forfeiture of the device, at the sole discretion of the School. Your failure to report the loss of this device or failure to return this device to the School may result in legal action against you. You hereby agree to pay for all reasonable attorney fees and costs incurred by the School in enforcing any of the terms of this Agreement.

SUPPORT AND SERVICE

You must obtain prior written permission from the Executive Director of Technology to install any software and/or internal or external components on this device. You may not uninstall or erase any programs or files that were originally on this device. In addition, you must consult with the school's Technology Coordinator before changing any system settings. You must contact the school's Technology Coordinator as soon as possible if there is any technical and/or physical problem with this device.

OWNERSHIP

You hereby acknowledge that all rights, title and interest to the device are the property of the School until the student graduates.

You hereby accept responsibility for this device and agree to all of the conditions set forth herein. You will not leave it unattended, nor will you lend it to another person. Should the device be lost, stolen or sufficiently damaged while in your possession, you will be responsible to provide the School with the deductible amount for Worth Ave Group insurance (see separate Insurance Agreement).

At distribution, the student will witness the physical inspection of the device and its components and accessories. All checked parts and accessories are present and functioning.

You understand that you will not perform any illegal activities with this device (i.e., hacking, pirating, downloading illegal materials, etc.), take part in any activities inconsistent with the School's Acceptable Use of Device Resources or perform any activities which violate the student handbook.

You agree to release and indemnify the School, the Archdiocese of Miami and any of its agents for any claims relating to the loss, damage or interception of any information, data, work product, or other material viewed, searched, or stored on this device. Furthermore, you agree to release and indemnify the School, the Archdiocese of Miami and any of its agents for any liability or for claims relating to the use or functioning of the hardware or software included with this borrowed device and accessories.

You do hereby verify that you have read and understood this document and will abide by and agree to the terms of this agreement.

Student Name _____ ID Number _____

Student Signature _____ Date _____

Parent Name _____

Parent Signature _____ Date _____

Principal or Assistant Principal Signature Date _____