



EAGLE MOUNTAIN SAGINAW ISD

Fostering a Culture of Excellence

EMS ISD Mandatory Drug Testing Consent, Release, and Hold Harmless Agreement

I, _____ (Printed Full Name of Parent/Guardian) am the Parent/Guardian of _____ (Printed Full Name of Student), a student enrolled in the Eagle Mountain-Saginaw ISD (EMS ISD) at _____ (Campus). My child intends to participate in one or more of the following school-sponsored extracurricular activities: athletics, band, cheerleading, dance, gymnastics, swimming, choir, and/or UIL academic activities. My child and I (We) understand that participation in school-sponsored extracurricular activities is a privilege not a right, and compliance with the EMS ISD drug testing program is a condition to my child's participation in school-sponsored extracurricular activities.

We have read and understand EMS ISD Board Policy FNF(LOCAL) and related Administrative Regulations located at emsisd.com; regarding the testing of student urine samples for prohibited substances including, but not limited to the following: alcohol, amphetamines, methamphetamines, barbiturates, benzodiazepines, cocaine, marijuana, opiates including synthetic, propoxyphene and all other illegal, addictive, or performance-enhancing drugs. We understand that EMS ISD has contracted with Southwest Consortium to collect urine samples for the purpose of testing for the presence of prohibited substances. We understand that if a submitted testing sample reveals the presence of a prohibited substance, EMS ISD may take action against the child which may include the termination of the child's participation in school-sponsored extracurricular activities.

Having read policy FNF(LOCAL), the related Administrative Regulations, and this consent form, we understand that we have the authority to consent to the drug testing of the child, and we hereby authorize the collection of urine samples from the child to be tested for prohibited substances. This authorization includes, but is not limited to, the authorization for Southwest Consortium to collect urine samples from the child for the purpose of testing for the presence of prohibited substances.

We further authorize EMS ISD, Southwest Consortium and their officers, employees, and agents to communicate the child's drug testing results both orally and in writing to each other, to an EMS ISD designee, to the child's other parent/guardian, to the EMS ISD campus administrator, to the campus personnel responsible for administering the drug testing program regarding school-sponsored extracurricular activities, and to communicate such test results regarding any EMS ISD administrative or legal proceeding.

We understand that my child's drug testing results shall not be maintained in the child's educational record/file and shall be destroyed when my child graduates from high school. If my child graduates from a high school not within the EMS ISD, then it shall be our responsibility to notify EMS ISD of the child's graduation date, so that the drug testing results can be destroyed. We also understand that no physician/patient relationship is established by the collection of urine samples, or by the designated licensed medical facility or third-party administrator. We understand that, except as set forth above, all test results shall be confidential and shall be disclosed only to the child, to the parent, to the child's other parent/guardian, and to designated District officials.

We hereby release and hold harmless EMS ISD and Southwest Consortium, their Board of Trustees, officers, employees, agents, representatives, and medical staff members from any and all liability, claims, damages, and costs that may arise from or be related directly or indirectly to a drug testing result.

This is a legal consent, release, and hold harmless agreement, so therefore, please ensure that you have read this form and all relevant polices and administrative regulations carefully, and that your questions or concerns have been addressed before signing this form. This consent, release, and hold harmless agreement shall be effective as long as the child is enrolled at the EMS ISD school campus designated above, or enrolled in EMS ISD, or until written notice of revocation of this consent, release, and hold harmless agreement has been provided in writing to the Principal of the campus listed above.

Parent/Guardian **Signature**

Date

Parent/Guardian **Printed Name**

Student **Signature**

Date

Student **Printed Name**

Student ID#: _____