

ANDOVER PUBLIC SCHOOLS

Andover, Massachusetts

**PERMISSION SLIP FOR STUDENTS PARTICIPATING IN
PRIVATE TRANSPORTATION
and
INDEMNITY & WAIVER AGREEMENT**

I/We, _____ and _____, parent(s)/guardian(s) of _____, (hereinafter my/our "child") the student participating in the Private Transportation, understand and agree to the following:

1. I/We affirm and understand that the Andover Public School Parties, referenced herein, include the following: the Town of Andover, the Andover Public Schools and their (both the School's and the Town's) respective officers, directors, employees, agents, School Committee members, elected officials, appointed officials, superintendents, principals, administrators, personnel, staff, teachers, successors, contractors, subcontractors, vendors, insurers, and assigns.

2. I/We warrant and affirm that I/we am/are the sole legal guardian(s)/parent(s) of my/our child, _____, and am/are solely authorized to enter into this Agreement.

3. I/We understand and agree that nothing contained herein creates any obligation or duty on behalf of the Andover Public School Parties that would not otherwise exist absent this Agreement.

4. My/Our child, _____, may, from time to time, be transported via private vehicle operated by a volunteer driver to and from school sponsored activities and athletic competitions. My/Our child, may also, from time to time, transport himself/herself in a private vehicle to and from school sponsored activities and athletic competitions. For the purposes of this Agreement, such transportation (i.e., a privately owned vehicle operated by a volunteer driver and/or self transportation) shall be called "Private Transportation".

5. I/We understand and agree that the Andover Public School Parties make no representations or guarantees regarding the quality, safety or availability of Private Transportation.

6. In consideration of the Andover Public School Parties' sponsorship of off-site school activities and athletic events, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I/we agree as follows:

a. I/We, on my/our own behalf as well as on behalf of my/our child, my/our respective agents, successors, spouses, co-guardians, and assigns, forever waive and forfeit all rights whatsoever that I/we now hold, or may in the future acquire, to assert claims of any nature whatsoever against the Andover Public School Parties arising from or in any way related, directly or indirectly, to the Private Transportation.

b. I/We, on my/our own behalf as well as on behalf of my/our child, my/our respective agents, successors, spouses, co-guardians, and assigns, shall indemnify, defend and hold harmless the Andover Public School Parties, from and against any and all losses, liabilities, damages, claims, liens, and/or demands of whatsoever kind or nature sounding in contract, tort, statute or otherwise, arising from or in any way related, directly or indirectly, to the

Private Transportation, alleged or pursued by any third party, whether entity or individual, at any time. I/We agree that this indemnity provision shall be interpreted as broadly as the law of the Commonwealth of Massachusetts permits and that it expressly obligates me/us to indemnify and defend the Andover Public School Parties, including costs and reasonable attorneys' fees, and hold them harmless from any and all claims relating in any way to the Private Transportation.

7. I/we certify that I/we have read and understand the foregoing paragraphs and agree with all of the provision contained within them.

NOTE – SIGNATURES OF ALL PARENTS AND GUARDIANS ARE REQUIRED.
(if there are more than two parents/guardian, please contact the school for an additional signature page)

PARENT/GUARDIAN NO. 1:

Signed subject to the pains and penalties of perjury this _____ day of _____, 20____.

Name:
Relationship to Child:

Telephone number

PARENT/GUARDIAN NO. 2:

Signed subject to the pains and penalties of perjury this _____ day of _____, 20____.

Name:
Relationship to Child:

Telephone number

I have been assured:

Parent Initials

that the owner of the vehicle being used to transport my son/daughter has filed evidence with the Superintendent of Schools of personal liability insurance coverage on the vehicle in the amount of \$100,000 - \$300,000 or more;

Parent Initials

that transportation involving the above-named field trip does not involve late night travel;

Parent Initials

I understand that my son/daughter will be obligated to abide by the school-based rules and the code of discipline as outlined in the student handbook while participating in this field trip.