

**ASHLAND PUBLIC SCHOOLS**  
**Ashland, Massachusetts**

**WAIVER/RELEASE/INDEMNITY AGREEMENT FOR STUDENTS ENGAGING IN  
PRIVATE TRANSPORTATION TO AND FROM ASHLAND PUBLIC SCHOOLS  
CO-CURRICULAR/EXTRACURRICULAR ACTIVITIES (STUDENT 18 YEARS OF  
AGE OR OLDER)**

I am the student participating in the subject activities and transportation, understand and agree to the following:

1. I affirm and understand that the "Ashland Public School Parties", referenced herein, include the following: the Town of Ashland, the Ashland School Committee, the Ashland Public Schools and their (both the Schools' and the Town's) respective members, officers, officials, employees, superintendents, principals, administrators, personnel, chaperones, teachers, successors, contractors, subcontractors, vendors, insurers, and assigns.

2. I warrant and affirm that I am 18 years of age or older and am solely authorized to enter into this Agreement.

3. I understand and agree that nothing contained herein creates any obligation or duty of or by the Ashland Public School Parties that would not otherwise exist absent this Agreement.

4. I participate in one or more Ashland Public Schools co-curricular/extracurricular programs which involve competitions, practices, rehearsals, events and activities (collectively "Program activities"). I understand and agree that my participation in any co-curricular/extracurricular activities, including but not limited to Program activities and including but not limited to travel to and from Program activities, is completely voluntary; that such participation is not required, compelled, or mandated by Massachusetts law or by the Ashland Public School Parties; and that such participation is not an essential component of my education in the Ashland Public Schools.

5. I understand and agree that Ashland Public Schools does not make available school-arranged transportation to and from certain Program activities. Notwithstanding this, I freely, voluntarily, and without any duress have chosen (1) to transport myself to and from such Program activities and/or (2) to arrange for another person(s) to transport me to and from such activities. I acknowledge and agree that the Ashland Public School Parties have had no role in or influence on this decision; that no person(s) providing such alternative transportation is acting as an employee or agent of the Ashland Public School Parties or is acting on behalf of them or at their direction (including but not limited to any Ashland Public Schools employees who I have voluntarily chosen to furnish such transportation); and that I alone am fully responsible for determining the credentials, qualifications, reliability, and insured status of such person(s).

6. I agree that at no time shall I do anything or make any communication of any kind

which could reasonably lead another person(s) to conclude that such alternative transportation is furnished or approved by the Ashland Public School Parties or by any of their employees or agents. I expressly agree to disavow any such conclusion expressed in any manner to me by any third person(s).

7. In consideration of the Ashland Public School Parties' granting my request to utilize private transportation, and for other good and valuable consideration, the receipt, and sufficiency of which is acknowledged, I agree as follows:

a. I, on my own behalf as well as on behalf of my parents, respective agents, successors, spouses, co-guardians, heirs, assigns and all those in privity with me, forever release, waive and forfeit any rights whatsoever that I now hold, or may in the future acquire, to assert claims of any nature whatsoever against the Ashland Public School Parties arising from or in any way related, directly or indirectly, to my transportation to and from Program activities, including but not limited to any and all claims arising out of alleged injury or damage and claims arising out of alleged failure to perform obligations.

b. I, on my own behalf as well as on behalf of my parents, respective agents, successors, spouses, co-guardians, heirs, assigns, and all those in privity with me, shall indemnify, defend and hold harmless the Ashland 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 my transportation to and from Program activities, alleged or pursued by any third party or parties, whether entity or individual, at any time. I 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 to indemnify and defend the Ashland Public School Parties, including costs and reasonable attorneys' fees, and hold them harmless from any and all claims relating in any way to such transportation.

8. This agreement is governed by, and shall be interpreted and enforced in accordance with, Massachusetts law.

I have read the foregoing agreement in full; understand all of its terms or have been given the opportunity to ask any questions regarding such terms and have received an adequate explanation; and by signing below indicate my knowing and completely voluntary agreement to those terms.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
NAME: (PLEASE PRINT)

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