

STUDENT TRANSPORTATION IN PRIVATE VEHICLE
CONSENT AGREEMENT, RELEASE OF CLAIMS, AND WAIVER OF LIABILITY

Dear Parent/Guardian:

During the school year, many of our students are involved in community service projects, extracurricular activities, and various other school-related activities that may take them to off-campus destinations. These off-campus activities add a valuable component to our curriculum and provide the participating students with many exceptional, varied, and rewarding learning experiences. However, the District is not required or may not be able to provide transportation to students participating in all such off-campus activities. You may, of course, choose to transport your child and other students to such off-campus activities or you may choose to allow your student to ride with other student or non-student drivers. The District does not screen the qualifications of other students or non-student drivers who may be willing or able to transport your child to such off-campus activities. Signing this Consent Agreement, Release, and Waiver of Liability (hereinafter, this "Agreement") will allow your child to transport him/herself and others, and/or travel with another student or non-student driver to these destinations.

Please read the Agreement below, fill in the statement(s) that apply to your child, and sign below.

1. For good and valuable consideration, including but not limited to my child's transportation in a private vehicle not operated by District personnel (hereinafter, the "Released Activity") in connection with a school-related activity of the Hopkinton Public Schools, the receipt and sufficiency of which I hereby acknowledge, I do hereby waive, release, forever discharge, and agree to indemnify and hold harmless, including the costs of defense, on my own behalf and on behalf of my child, the Hopkinton Public Schools, the Town of Hopkinton, and all of its and/or their respective elected and appointed officials, officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, subcontractors, affiliates, successors, and assigns (hereinafter collectively referred to as the "Released Parties"), and others for whom any one or more of the Released Parties may have legal responsibility, from and against any and all actions, claims, demands, losses, damages, causes of action, responsibility, and liability for injuries, losses, and/or damages, including but not limited to personal injury, bodily injury, and/or property damage, which may have arisen in the past or may arise now or hereafter, whether before or after my child has reached the age of majority, related in any way, directly or indirectly, to my child's participation in the Released Activity.
2. I hereby acknowledge and agree, on my own behalf and on behalf of my child, that participation in the Released Activity is completely voluntary and that my child is free to choose to not participate in the Released Activity. I understand that my child's participation in the Released Activity may involve a risk of serious personal injury, bodily injury, and/or property damage regardless of the level of supervision and/or the observance of rules. I understand and acknowledge that my child is participating in the Released Activity with full knowledge of the dangers involved therewith. I hereby agree, on my own behalf and on behalf of my child, to expressly assume and accept any and all risks of personal injury, bodily injury, and/or property damage, including but not limited to any such injury and/or damage to my child and/or my child's property, with full knowledge that the Released Parties, and others for whom any one or more of the Released Parties may have legal responsibility, will not be liable for any such injury or damage.

3. I understand that the Released Activity may involve voluntary transportation of my child to off-campus activities by a driver or drivers and in a vehicle or vehicles which is/are outside the control of the Hopkinton Public Schools and of which the Hopkinton Public Schools has limited, if any, knowledge and familiarity. I hereby acknowledge and agree, on my own behalf and on behalf of my child, that my child and I are solely responsible for investigating any such driver(s) and vehicle(s) and determining whether such driver(s) and vehicle(s) are acceptable to my child and me.
4. I hereby acknowledge and agree, on my own behalf and on behalf of my child, that one purpose and intent of this Agreement is to recognize and memorialize the lack of supervision, involvement, and/or control by the Released Parties in and/or over the Released Activity and, accordingly, to release the Released Parties from any responsibility or liability for the Released Activity. I further acknowledge and agree, on my own behalf and on behalf of my child, that nothing contained in this Agreement shall in any way be interpreted or construed to create any responsibility or liability, legal or otherwise, on the part of the Released Parties for the Released Activity.
5. I understand and agree, on my own behalf and on behalf of my child, that the Hopkinton Public Schools reserves the right at any time to withdraw or refuse permission for my child to participate in the Released Activity for any reason.
6. In the event that I am unable to provide authorization or consent as needed, I hereby authorize, on my own behalf and on behalf of my child, the Hopkinton Public Schools and/or its employees, volunteers, or agents, to authorize and consent to emergency medical care for my child in the event that my child becomes ill and/or injured while participating in the Released Activity. This Agreement may be presented to appropriate emergency medical staff at such time as emergency medical care is required. I hereby waive, release, forever discharge, and agree to indemnify and hold harmless, including the costs of defense, on my own behalf and on behalf of my child, the Released Parties, and others for whom any one or more of the Released Parties may have responsibility, from and against any and all claims of any nature whatsoever which may arise out of the decision to provide emergency medical care, including but not limited to responsibility for the medical care rendered and/or for the payment of medical bills incurred for such emergency medical care. I hereby agree, on my own behalf and on behalf of my child, to provide emergency contact information, medical information, and insurance information regarding my child to the Hopkinton Public Schools prior to my child's participation in the Released Activity.
7. I hereby represent that I am the custodial parent/legal guardian of the participating child identified herein, and that I have full legal authority to execute this Agreement on my own behalf, on behalf of my child, and on behalf of my family. I hereby give my child permission to (*check and complete all that apply*):

drive him/herself to/from the following off-campus event/program/location:

I hereby confirm that I am the owner of the private vehicle and hereby confirm that it meets the minimum liability insurance coverage required by law.

- drive other students to/from the following off-campus event/program/location:

I hereby confirm that I am the owner of the private vehicle and hereby confirm that it meets the minimum liability insurance coverage required by law.

- ride in the motor vehicle of the following student, parent/guardian, administrator, teacher, or coach's car to/from the following off-campus event/program/location:

Name of owner(s)/driver(s) of motor vehicle:

Event/program location(s): _____

I hereby confirm that I have been fully informed as to the means of transportation.

- Please indicate any additional instructions regarding transportation specific to your child:

I, the undersigned, hereby acknowledge that I have had full opportunity to read and review this Agreement and consult with counsel of my own choosing, and that I understand its contents. I execute this Agreement voluntarily, freely, and knowingly, with complete understanding of its terms and conditions.

THIS IS A RELEASE OF CLAIMS AND WAIVER OF LIABILITY – READ IT CAREFULLY BEFORE SIGNING!

Participating Child's Name: _____

Parent/Guardian Name: _____

Parent/Guardian Relationship to Student: _____

Parent/Guardian Signature: _____

Date: _____ Telephone Number: _____