

Wilton Lyndeborough Cooperative School District (SAU 63)

Waiver of Liability and Hold Harmless Transportation Agreement

I understand that SAU 63 and the Wilton-Lyndeborough Cooperative School District ("School District") policies requires that student-athletes ride district provided transportation to and from all SAU 63 sponsored events. However, pending the Superintendent's authorization, I will be providing transportation for the following:

School Sponsored Activity: _____

Date Transportation is Required: _____

My Child(ren): _____

Non-related Student(s) I have agreed to transport conditioned on their parent's approval and submission of a Parental Transportation Consent Agreement:

In consideration for the Superintendent's authorization granting permission for my child(ren) and or other students to travel to and/or from the above-referenced school sponsored activity with me, in a vehicle not owned or operated by the school district, I expressly agree to the following:

- I understand that I must ensure that all passengers are properly seated and secured by seat belts as required by state law.
- I confirm that my vehicle meets all minimum requirements required under EEAG-R, and that I completed and complied with the Use of Vehicle Form.
- I agree to not use handheld communication devices, such as but not limited to cell phones, while operating a moving vehicle.
- Smoking is prohibited in the presence of students.

I further agree to the following:

1. I understand that the School District is legally responsible for providing transportation to and from the Activity. However, I have requested to arrange for and provide my own transportation, at my sole expense, for my child(ren) (named above) to and from the Activity.
2. I understand and agree that the Wilton-Lyndeborough School Board (the "Board"), its officers, agents and employees are in no way responsible, nor does the Board assume liability, for any injuries or losses related to and/or resulting from my arranging for and providing private transportation for my child(ren) to and from the Activity. I am accepting full responsibility for any form of injury or property damage which may occur in connection therewith. I hereby release and hold harmless the Board, its officers, agents and employees from any liability whatsoever resulting from my choice to provide transportation for my child to and from the Activity.

3. I further understand and agree that it is my sole responsibility to ensure that my child is transported to and from the Activity. I agree to assume and maintain full responsibility for my child and release and hold harmless the Board, its officers, agents and employees from any liability whatsoever resulting from the same.
4. I hereby **release, waive, discharge and covenant not to sue** SAU 63, the Board and its individual members, officers, agents, servants, or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my minor child(ren) or me, or any of the property belonging to me, as result of, or in any way arising out of my child(ren) traveling to and or from SAU 63 school district sponsored activities in a vehicle or vehicles not owned or operated by the SAU 63 school district.
5. I further hereby **agree to indemnify and hold harmless the** releasees from any loss, liability, damage, claims, or actions (including costs and attorney's fees) that may arise out of and in connection with my child's transportation from the Activity.
6. I further release the Board from financial obligations incurred by me (or my child) and agree to indemnify the Board with regard to such liabilities that may arise in connection my decision to arrange and provide transportation for my child to and from the Activity.

Print Name of Parent/Guardian Driver: _____

Signature of Parent/Guardian Driver: _____

Date: _____

(For Office Use Only)

Received by: _____ Date: _____