

WAIVER OF LIABILITY AND RELEASE AGREEMENT

The undersigned hereby acknowledges his or her understanding that there are risks inherent to driving a vehicle. Some students wish to drive private vehicles to athletic practice or events even though Union School District provides transportation. The purpose of this form is to notify you and secure permission for the student to drive a private vehicle operated by a student.

ASSUMPTION OF RISK ACKNOWLEDGEMENT AND RELEASE TRANSPORTATION

1. I hereby knowingly and voluntarily waive forever any and all liability on the part of, and covenant not to sue or institute any claim against UNION SCHOOL DISTRICT, its agents, instructors, insurers, lessors, successors, or assigns, or of any sponsor (collectively "District"), resulting from or arising out of or in connection with my attendance at and/or indemnify and hold harmless UNION SCHOOL DISTRICT from any and all claims, demands or causes of action, which allege negligent acts or omissions UNION SCHOOL DISTRICT, unless such negligent acts or omissions are found by a court of law to constitute willful, wanton or gross negligence.
2. I acknowledge that the development of driving entails known and unanticipated risk which could result in physical and/or emotional injury to myself and/or third parties, and damage to my property and/or the property of others. I understand that while every effort is made to reduce them, such risks simply cannot be eliminated without jeopardizing the essential elements and of driving.
3. I acknowledge that I must accept and assume all of the risk of my individual actions and responsibilities, and those existing in this type of training activity. I therefore accept and assume full responsibility for my actions during all UNION SCHOOL DISTRICT activities, and during such time periods and locations which are within the scope of such education (including but not limited to classroom, parking lots, etc.). It is understood that UNION SCHOOL DISTRICT will not accept responsibility for the action and/or mistakes of any Student. Student's driving is voluntary, and he or she elects to Student despite the inherent risks explained above.
4. Student expressly acknowledges that failure of the Student to abide by the terms and conditions may result in termination of this waiver of liability and release agreement and the Student's driving privilege will be revoked.
5. The Student must at all times have a valid Commonwealth of Pennsylvania License and valid insurance within the Commonwealth of Pennsylvania. Proof of these documents must be provided prior to driving. At anytime if the license or insurance is suspended the District must be notified immediately and the driving privileges will also be suspended.
6. This waiver of liability and release agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
7. No change or modification, of this waiver of liability and release agreement shall be valid unless the same is in writing and signed by the parties hereto.
8. If any section, paragraph, clause or provision of this waiver of liability and release agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this waiver of liability and release agreement, the intent being that the same are severable.

9. Should UNION SCHOOL DISTRICT or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this agreement, Student agrees to indemnify them for all such fees and costs.
10. By signing this document, I acknowledge that if I am injured or if my property is damaged during driving, I may be found by court of law to have waived my right to maintain a lawsuit against UNION SCHOOL DISTRICT, it agents, instructors, insurers, sponsors, employees, successors and assigns.

Please respond to all four of the following statements:

1. MY SON/ DAUGHTER HAS/ DOES NOT HAVE (circle one) PERMISSION TO DRIVE TO ATHLETIC PRACTICE OR EVENTS

2. MY SON/ DAUGHTER HAS/ DOES NOT HAVE (circle one) PERMISSION TO DRIVE ONE OTHER STUDENT ATHLETIC PRACTICE OR EVENTS In keeping with PA law, Union School District student drivers will be limited to carrying one passenger only.

3. MY SON/ DAUGHTER HAS/ DOES NOT HAVE (circle one) PERMISSION TO RIDE TO ATHLETIC PRACTICE OR EVENTS WITH OTHER STUDENT DRIVERS Limit of one passenger per student driver

4. MY SON/ DAUGHTER HAS/ DOES NOT HAVE (circle one) PERMISSION TO RIDE TO ATHLETIC PRACTICE OR EVENTS WITH A PARENT/GUARDIAN must get District's approval prior)

In consideration of UNION SCHOOL DISTRICT is permitting my child to participate in the above-mentioned activities and to be transported to and from them, I agree not to sue, and I hereby release UNION SCHOOL DISTRICT, its agents, employees, and Directors from any liability and all claims for personal injury, death, property damage, or losses sustained by me for medical expenses incurred arising from or related to the above activities. We have read, understand, and accept the statements.

Student Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____