Form 4 (Rev. 10/16)

Release, Waiver, and Indemnification

 In consideration of the Superintendent of the Virginia Beach City Public Schools (VBCPS), his or her designee, or a principal of any Virginia Beach City Public School, granting permission for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a student of VBCPS (the Student), while the Student travels to and from athletic events in a vehicle driven by another student, parent/guardian, or other non-School Board employee whom the parent/guardian has authorized to transport his/her child to participate in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (list the sport), the undersigned parent(s)/legal guardian(s) of the Student, do(es) hereby and for the undersigned, the Student and my/our heirs, executors, administrators, successors and assigns, (i) release, acquit and forever discharge the School Board of the City of Virginia Beach, VBCPS and their members, officers, employees, agents, volunteers, servants and successors (hereinafter collectively, the “School Board”) from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Student or the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting from the Student’s traveling to and from an athletic event in a vehicle driven by a non-school employee, and (ii) waive all Claims against the School Board which arise or might arise out of the Student’s traveling to the event.

 It is understood and agreed that the that the School Board will not be responsible or liable for any and all damages to persons or property caused by, resulting from or arising out of any act or omission on the part of the Student, the driver of the Student or any other person in the vehicle during the period of the Student was traveling to and from athletic events in a vehicle driven by another student, parent/guardian, or other non-School Board employee. The undersigned agree(s) to indemnify and hold harmless the School Board from and against all liability, loss, costs, reasonable attorney’s fees and other expenses suffered by those indemnified as

the result of any claim arising out of or in connection with the Student during the period of the Student travels to and from athletic events in a private vehicle driven by another student, parent/guardian, or other non-School Board employee/volunteer.

 The undersigned further declares and represents that this Release, Waiver, and Indemnification contains the entire agreement between the parties hereto, and that the terms hereof may not be modified except in writing signed by the undersigned and an authorized representative of the School Board.

 **The undersigned has/have read the foregoing Waiver, Release, and Indemnification, and full understand(s) it. The undersigned execute(s) it freely and voluntarily, and acknowledge(s) that my/our execution of this release was not in reliance upon any inducement, promises, or representations made by the School Board.**

 **Caution: Read before signing below.**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Parent/Legal Guardian**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Parent/Legal Guardian**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date**