

Winchester Public Schools

**Acknowledgement
Release from Liability and Indemnity Agreement
for Non-School-Sponsored Trips**

Parent/Guardian

I/We, the undersigned parent(s) or guardian(s) of _____ a minor, intend to enroll him/her in the _____, 20____ trip to _____ (hereinafter referred to as the "Program").

I/we, acting on behalf of ourselves as the parents/guardians of the minor named above, and on behalf of him/her, expressly acknowledge, agree, and understand that the Program is not a trip which is sponsored or operated in any way or to any extent by the Winchester Public Schools; that no person who is involved in arranging or participating in the Program is acting at any time or in any capacity in connection with the Program as an agent or employee of the Winchester Public Schools; and that the minor's participation in this trip is completely voluntary and is not based to any extent or in any way on a belief that the Program is a school-sponsored trip.

I/we, acting on behalf of ourselves as the parents/guardians of the minor named above, and on behalf of him/her, further expressly acknowledge, agree, and understand that persons who are employees of the Winchester Public Schools may be involved in arranging or participating in the Program but that such activities are performed solely in their personal capacities and not as agents or employees of the Winchester Public Schools; that because such employees remain subject to the requirements of Massachusetts Conflict of Interest Law, G.L. c. 268A, §§1, et seq. and regulations issued thereunder at all times, such employees may be required to make disclosures to, and obtain approval from, the Winchester Public Schools and to obtain approval from the Winchester Public Schools in accordance with such regulations; that such approval is limited to exempting the employee from the restrictions of the Conflict of Interest Law and for no other purpose; and that such approval does not to any extent or in any way render the Program a school-sponsored trip.

For the foregoing reasons I/We forever fully RELEASE and discharge the Winchester Public Schools, the Town of Winchester and all of their boards, committees, officials, departments, officers, employees, and agents (hereinafter collectively referred to as "Winchester"), from any and all claims, damages, causes of action, losses or expenses of whatever kind or nature which I/we may have or acquire as the parent(s) or guardian(s) of said minor arising out of or resulting, directly or indirectly, from said minor's participation in the Program. I/We also fully RELEASE and discharge Winchester from any and all claims, damages, causes of action, losses or expenses of whatever kind or nature which

said minor may have or acquire arising out of or resulting from, directly or indirectly, his/her participation in the Program.

For the foregoing reasons I/We furthermore agree to defend and INDEMNIFY Winchester against all claims, damages, causes of action, losses or expenses of whatever kind or nature which said minor may have or acquire arising out of or resulting from, directly or indirectly, his/her participation in the Program, and to defend and INDEMNIFY Winchester against any claim, damages, causes of action, losses or expenses of whatever kind or nature that Winchester may have to pay that arises from said minor's intentional, grossly negligent, or reckless acts or omissions while participating in the Program.

Signature of Parent or Guardian

Date

Relationship

Signature of Parent or Guardian

Date

Relationship

THIS FORM MAY NOT BE ALTERED
9/1/2016