



**NOTRE DAME ACADEMY**  
WORCESTER, MASSACHUSETTS

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The Notre Dame Academy ("NDA") student named below (referred to as "I" or "me") with the consent of her parent or legal guardian, desires to participate in NDA athletics including traveling to and from off-campus sporting events. As a result of this participation, occasions may arise where the student may need to be transported by volunteer drivers to or from an event due to carrier difficulties, such as no-shows and mechanical failures (the "Activity"). In consideration of being permitted by NDA to participate in the Activity and in recognition of NDA's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF NDA, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF NDA. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF NDA OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against NDA, and its employees, agents, affiliates, and volunteer drivers (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of NDA or any Releasees or otherwise. I covenant not to make or bring any such claim against NDA or any other Releasee, and forever release and discharge NDA and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless NDA and all other Releasees against any and all losses, damages, liabilities, claims, actions, judgments, settlements, expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of NDA.

This Release constitutes the sole and entire agreement of NDA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of NDA and me and each of their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Worcester County, Massachusetts and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE NDA AND ALL OTHER RELEASEES.**

Signed:

\_\_\_\_\_

Printed Name of Student:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

