

**ANDOVER PUBLIC SCHOOLS**

**Andover, Massachusetts**

**PERMISSION SLIP FOR STUDENTS PARTICIPATING IN  
CLUB ACTIVITIES**

**and**

**INDEMNITY & WAIVER AGREEMENT**

I/We, \_\_\_\_\_ and \_\_\_\_\_, parent(s)/guardian(s) of  
\_\_\_\_\_, (hereinafter my/our "child") the student participating in Club  
Activities (as defined below), understand and agree to the following:

1. I/We affirm and understand that the Andover Public School Parties, referenced herein, include the following: the Town of Andover, the Andover Public Schools and their (both the School's and the Town's) respective officers, directors, employees, agents, School Committee members, elected officials, appointed officials, superintendents, principals, administrators, personnel, staff, teachers, successors, contractors, subcontractors, vendors, insurers, and assigns.

2. I/We warrant and affirm that I/we am/are the sole legal guardian(s)/parent(s) of my/our child, \_\_\_\_\_, and am/are solely authorized to enter into this Agreement.

3. I/We understand and agree that nothing contained herein creates any obligation or duty on behalf of the Andover Public School Parties that would not otherwise exist absent this Agreement.

4. My/Our child, \_\_\_\_\_, may, from time to time, participate in the activities of one or more established extracurricular clubs at Andover High School. These activities take place at Andover High School after regular school hours. For the purposes of this Agreement, the activities in which my/our child participates shall be called "Club Activities".

5. I/We understand and agree that the Andover Public School Parties make no representations or guarantees regarding the quality, safety or availability of Club Activities.

6. I/We agree that my/our child will abide by and comply with all rules and requirements imposed now and in the future.

7. I/We agree and understand that any trips or other activities which take place away from the premises of Andover High School will be the subject of a separate permission slip and waiver/indemnity agreement.

8. In consideration of the Andover Public School Parties' sponsorship of Club Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I/we agree as follows:

a. I/We, on my/our own behalf as well as on behalf of my/our child, my/our respective agents, successors, spouses, co-guardians, and assigns, forever waive and

forfeit all rights whatsoever that I/we now hold, or may in the future acquire, to assert claims of any nature whatsoever against the Andover Public School Parties arising from or in any way related, directly or indirectly, to my/our child's participation in Club Activities.

b. I/We, on my/our own behalf as well as on behalf of my/our child, my/our respective agents, successors, spouses, co-guardians, and assigns, shall indemnify, defend and hold harmless the Andover Public School Parties, from and against any and all losses, liabilities, damages, claims, liens, and/or demands of whatsoever kind or nature sounding in contract, tort, statute or otherwise, arising from or in any way related, directly or indirectly, to my/our child's participation in Club Activities, alleged or pursued by any third party, whether entity or individual, at any time. I/We agree that this indemnity provision shall be interpreted as broadly as the law of the Commonwealth of Massachusetts permits and that it expressly obligates me/us to indemnify and defend the Andover Public School Parties, including costs and reasonable attorneys' fees, and hold them harmless from any and all claims relating in any way to my/our child's participation in Club Activities.

9. I/We certify that I/we have read and understand the foregoing paragraphs and agree with all of the provision contained within them.

**NOTE – SIGNATURES OF ALL PARENTS AND GUARDIANS ARE REQUIRED.**

**(If there are more than two parents/guardians, please contact the school for additional signature page)**

**PARENT/GUARDIAN NO. 1:**

Signed under the pains and penalties of perjury this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name:

Relationship to Child:

**PARENT/GUARDIAN NO. 2:**

Signed under the pains and penalties of perjury this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name:

Relationship to Child:

## Parent Consent for Extracurricular Activities and Medical Authorization

Your child is invited to participate in our extracurricular activity program. It is understood that "extracurricular" refers to those activities taking place before or after school. These programs may include but are not limited to interscholastic sports, intramural sports, and clubs. Participation in these activities is voluntary, but you must give permission before your child can participate. Your signature below grants your permission.

Your child will be supervised by teachers, coaches, and/or volunteer leaders. Every program has certain unavoidable risks attached to it. We cannot enumerate every risk, but we believe that you are generally familiar with these activities and your child; therefore, you are in the best position to decide whether your child should participate. The School Department and principal have approved these activities, but we cannot and do not guarantee that there will be no injuries or damages as a result of participation. Given the nature of some activities an additional consent form may be required.

By signing this form, you agree that your child may participate in extracurricular activities. By signing this form, you also agree to release the Town of Andover, its School Department, elected officials, employees, and volunteer supervisors from any and all damages, as the result of death and/or injuries of any kind you and your child might suffer as a result of participating in any of these activities, except for those that result from gross negligence or wanton and willful misconduct. This agreement to release does not apply to any independent contractor.

Should it be necessary for your child to have medical treatment while participating in an activity and a parent cannot be reached, your signature gives the school district personnel permission to use their judgment in obtaining medical service for the child and gives permission to the physician to render medical treatment deemed necessary and appropriate. You should understand that the school district has no insurance covering such medical or hospital costs incurred for your child; therefore, any cost incurred for such treatment shall be your sole responsibility.

This is a legal document and you are free to obtain a lawyer's advice at your own expense before signing it. You may not, however, change the language of this form, and any additions or deletions you make to this permission and release are void.

Student's Name: \_\_\_\_\_

Parent/Guardian Signature\*: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #s: Home - \_\_\_\_\_ Cell - \_\_\_\_\_ Work - \_\_\_\_\_

\* If the student is 18 years or older, the student should sign this form.

