WESTBOROUGH PUBLIC SCHOOLS

Westborough, Massachusetts

INDEMNITY & WAIVER AGREEMENT

I/We, _____and_____, parent(s)/guardian(s) of _____ (hereinafter my/our "child") having a date of birth of _____, the student participating at the Bay State Brawl robotics competition, understand and agree to the following:

1. I/We affirm and understand that the Westborough Public School Parties, referenced herein, include the following: the Town of Westborough, the Westborough 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, mentors, volunteers, 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 Westborough Public School Parties that would not otherwise exist absent this Agreement.
4. My/Our child, _____, may, participate in the activities of the Bay State Brawl robotics competition. For the purposes of this Agreement, the activities in which my/our child participates shall be called "BSB".
5. I/We understand and agree that the Westborough Public School Parties make no representations or guarantees regarding the quality, safety or availability of BSB, equipment used in connection in BSB, supervision of BSB, or transportation to and from BSB.
6. I/We understand and agree that BSB may be potentially dangerous and may lead to personal injury.
7. I/We have been made aware of the rules and requirements relating to the BSB in which my/our child will be participating and agree that my/our child will abide by and comply with all rules and requirements imposed now and in the future.
8. I/We understand and agree that my/our child is attending BSB solely for the competition and will remain in the area designated for BSB.
9. In consideration of the Westborough Public School Parties' sponsorship of BSB, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I/we agree as follows:
   9a. I/We, on my/our own behalf as well as on behalf of my/our child, my/our respective agents, successors, spouse, 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 Westborough Public School Parties arising from or in any way related, directly or indirectly, to my/our child's participation in BSB.
   9b. I/We, on my/our own behalf as well as on behalf of my/our child, my/our respective agents, successors, spouse, co-guardians, and assigns, shall indemnify, defend and hold harmless the Westborough 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 BSB, 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 Westborough 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 BSB.
10. I/We understand, agree and allow photographs and videos taken at BSB to include my/our child.
11. 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 <u>ALL</u> PARENTS AND GUARDIANS ARE REQUIRED.
(if there are more than two parents/guardians, please contact the competition coordinator for an additional signature page)

PARENT/GUARDIAN NO. 1:

Signed subject to the pains and penalties of perjury this _____ day of _____, 2017.

Name (please print) and Signature:
Relationship to Child:

PARENT/GUARDIAN NO. 2:

Signed subject to the pains and penalties of perjury this _____ day of _____, 2017.

Name (please print) and Signature:
Relationship to Child: