

**TOWN OF FRANKLIN**  
**PERMISSION AND RELEASE FORM**  
**RE: FRANKLIN HIGH SCHOOL STUDENT USE OF**  
**OFF-PREMISES MOTOR VEHICLE PARKING AREA**  
*(to be completed for each student)*

WE/I, \_\_\_\_\_, a student in the Franklin Public Schools, (the "Student") and the parent(s) and/or legal guardian(s) of the Student hereby give permission for the Student to participate in the following school-arranged activity: parking of motor vehicles at Facility Management Corporation (FMC Ice Sports) ice rink off Panther Way and traveling between the Franklin High School and such parking area (the "Activity").

WE/I acknowledge that neither the Town of Franklin nor the its School Department has any obligation to provide parking at the Franklin High School or off-premises to students attending school, including the Student, that such parking area and the walkways and travel routes between the parking area and the Franklin High School are not supervised by the Town of Franklin or its School Department, and that the Student's participation in this Activity is voluntary and is within the discretion of the Town and, in consideration thereof, WE/I hereby release the Town of Franklin, its School Department, and Facility Management Corporation, and their respective elected and appointed officials, committees (including but not limited to the Franklin School Committee), committee members, board members, officers, agents, employees, insurers, attorneys, servants, volunteers, representatives, subcontractors, affiliates, successors and assigns, and others for whom they may have legal responsibility (the "Released Parties") from any and all claims which WE/I or the Student, \_\_\_\_\_ may have as a result of suffering personal injury or injury to property, including but not limited to towing of or damage to the motor vehicle, in any way arising from or related to participation in the above-described activity, resulting from any act or omission of any one or more of the Released Parties.

WE/I, on behalf of ourselves/myself and our/my above-named child hereby expressly waive in advance any and all rights to sue which WE/I and/or the Student may have against the Released Parties to recover for any loss, damage or expense of any type in any way arising from or related to said Student's participation in the Activity.

WE/I expressly agree to defend, indemnify and hold harmless the Released Parties to the maximum extent permitted by law, from any and all loss, damage, or expenses, including court's costs and attorney's fees, which they or any of them suffer as the result of the Student or anyone on the Student's behalf filing a civil action against any one or more of the Released Parties in any way arising from or related to said Student's participation in the Activity at any time either prior or subsequent to said Student's eighteenth birthday.

WE/I further agree and acknowledge that at all times when the Student is participating in the Activity, including without limitation during the time that the motor vehicle is parked at said parking area and while the Student travels between the parking area and Franklin High School, for purposes of enforcement and applicability of the rules and policies of the Franklin Public Schools (the "School"), the Student shall be deemed to be

on School premises and shall be subject to all School rules, including but not limited to reasonable searches of the motor vehicle. WE/I further agree and acknowledge that the Student's right to participate in the Activity may be terminated at any time, without cause and without advance notice, in the sole discretion of the Town of Franklin, its School Department and/or Facility Management Corporation.

In the event that we/I are unable to provide such authorization or consent as needed, WE/I further agree and authorize the School Department to act on my/our behalf in authorizing and consenting to emergency medical care for the Student in the event that he/she becomes ill or injured while participating in the Activity and to use and present to appropriate emergency medical staff at such time as emergency medical care is required, any authorizations previously provided by me/us to the School for such purpose; provided however, that the School Department shall not be obligated to authorize, consent or provide such emergency care and shall not be responsible for failing to do so.

Witness my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Parent and/or legal guardian

\_\_\_\_\_  
Parent and/or legal guardian

\_\_\_\_\_  
Student

### STUDENT RATIFICATION UPON REACHING AGE OF MAJORITY

I, \_\_\_\_\_, the Student referred to herein, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, having attained the age of 18, hereby ratify and affirm each and every term and provision of this Permission and Release Form and hereby waive my right, if any, to repudiate the acknowledgements and agreements made by me or on my behalf as set forth herein.

\_\_\_\_\_  
Student

**NOTE:** This is a legal document in which you agree to give up the right to sue the Town of Franklin, its School Department, Facility Management Corporation and others in the event you or your child is injured and/or your property or the Student's property is towed or damaged while participating in the above-described activity; if you do not understand the language or have any questions, consult an attorney before signing.