AUTOMOBILE WAIVER OF LIABILITY, COVENANT NOT TO SUE RELEASE INDEMNITY, AND HOLD HARMLESS AGREEMENT FOR USE OF PERSONAL VEHICLES

In consideration of receiving permission not to be transported in a motor vehicle leased by Westfield State University and in furtherance of my request to use transportation of my own choice, I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE Westfield State University, its officers, trustees, agents and employees (hereinafter referred to as the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of, or related to, any loss, damage, or injury, including death, or other personal injury, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while being transported to or from an athletic event in a motor vehicle not owned by, or under the control of Westfield State University.

I am fully aware of the risks and hazards connected with the activity, including, the possibility of automobile accidents and the like. I hereby elect to voluntarily be transported in such motor vehicle not owned by, or under the control of Westfield State University. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO DEATH.

I further hereby, AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs including court costs and or attorney fees that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE.

It is my express intent that this AGREEMENT shall bind the members of my family and spouse, if I am alive and my heirs, assigns and personal representatives if I am deceased and shall not be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE ABOVE NAMED RELEASEES. I hereby further agree that this AGREEMENT shall be constructed in accordance with the laws of the Commonwealth of Massachusetts.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT, I have read the foregoing AGREEMENT, understand it and sign it voluntarily as my own free act and deed, nor oral representations, statements or inducements apart from the foregoing written agreement have been made; I am at least eighteen years of age and fully competent; and I execute this AGREEMENT with full, adequate an complete consideration, fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _______ day of _______________, __________.

THIS IS A GENERAL RELEASE: READ IT BEFORE SIGNING!

Witness (Coach or Athletic Administrator) ___________________________  Participant ___________________________

Sport ___________________________  Signature of Parent/Guardian ___________________________

Date and Place of Event ___________________________  FAX to ATHLETICS 413-572-5477