



Guidelines for Parental Grant of Permission and Release From Liability Authorizing Student to Drive or Ride in Private Vehicles

- In district games/activities only
- High School students only
- Intent is for adult driver or student self drive
- In situations where teams need to leave school early for bussing to multiple games within the District. Teams playing later in the evening may opt to not ride the bus and remain in class until the end of the day and drive or ride in a private vehicle straight to the game site at the end of the school day. (e.g. Varsity players when the transportation is arranged for a Junior Varsity game time)
- Students may not leave during the school day in a private vehicle at the same time a bus has been scheduled. Some situations will warrant an override to this rule from the District Activities Director.
- Students are not permitted to ride in private vehicles with staff/coach.
- Coaching staff will look at Big Teams to verify students have parental permission and release on file with the school district.
- School staff will upload signed parental permission in PowerSchool static file and Big Teams.
- Due to Federal laws & regulations, schools may not, under any circumstances, rent 15 passenger vans. Federal law defines a van designed to carry over 9 passengers (driver not included) as a school bus. The regulations cannot be circumvented by removing some seats. The key phrase is "designed to carry."
- Students may leave after district games/activities if they have the signed parental permission and release form on file and check out with their coach/advisor rather than ride the bus back to their homeschool.
- Intent of this privilege is between school-home-game/activity with no other deviations.
- Students that are found to abuse this privilege will have their privileges revoked.



GRANT OF PERMISSION AND RELEASE FROM LIABILITY AUTHORIZING STUDENT TO RIDE IN OR DRIVE A PRIVATE VEHICLE

PARENT/LEGAL GUARDIAN: _____

STUDENT: _____ SCHOOL YEAR: _____

Transportation to and from school-sponsored events will generally be provided by Fairbanks North Star Borough School District ("School District") transportation. There are some instances, however, where travel by personal or third party's personal vehicle may occur if the parent/legal guardian or emancipated/18 year old student has consented herein. By signing this Grant of Permission and Release from Liability, I certify that I am a parent/legal guardian of named Student, or am the emancipated or 18 year old Student driver, and I have legal authority to give and do give my permission for said Student to drive or be transported in private vehicles.

By signing this Grant of Permission and Release from Liability, I further acknowledge and agree to the following:

- 1. Driver Acting as a Private Party.** I understand that any private driver, including myself if I am the Student driver, will be acting as a private party and will not be acting as a School District employee, agent, volunteer, or representative.
- 2. Insurance, Compliance with Applicable Laws, Driving History.** I understand that any private driver, including myself if I am the Student, will not be covered by any School District insurance policy or other Fairbanks North Star Borough ("FNSB") insurance policy. I understand that, although the School District may endeavor to obtain confirmation that the private driver is licensed and insured, the School District may not verify a driver's license and/or insurance and I agree that the School District has no duty to do so. I further understand that the School District may not verify a private driver's driving history and I agree that the School District has no duty to do so. I understand that named Student will ride in a privately-owned vehicle over which the School District exercises no control and that the School District may have no knowledge of the condition of the vehicle, including the presence of functioning seat belts nor the use of child safety seats; I agree that the School District has no duty to verify the safe condition of the private vehicle(s) in which my Student, or myself as the Student, may ride. I understand that the School District has no knowledge of and makes no representations about the private driver's insurance, driver's license, compliance with applicable laws, or safety record.
- 3. Risk.** I understand that allowing students to drive or ride with private drivers involves risks including, but not limited to, property damage, property loss, theft of property, and personal injury, which could include permanent disability to or even death of Student, or myself as the Student. These risks could be presented by multiple factors including but not limited to the driver's error or negligence, other drivers' error or negligence, weather-related conditions such as icy roads, or unexpected hazards such as pedestrians or animals.
- 4. Release, Indemnify, and Defend.** I hereby release, waive, discharge, and hold harmless the FNSB and the School District from any and all claims, suits, liabilities, judgments, costs, and expenses for any property damage, property loss, property theft, personal injury, death, or other loss arising from or related to Student's driving or riding with private driver(s) or from this Grant of Permission and Release from Liability, including claims of negligence. I further agree to defend, indemnify, and hold harmless the School District and the FNSB against any claims by



third parties arising from or related to Student's driving or Student's rides from private driver(s) or this Grant of Permission and Release from Liability. Should the School District or the FNSB be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, I agree to pay or reimburse) for all such fees and costs.

5. **Term.** This Grant of Permission and Release from Liability will remain in effect for the school year.

6. **Voluntary Nature.** I understand that Student's participation in School District events is not conditioned on my signing this Grant of Permission and Release from Liability and that signing it is purely voluntary.

7. **No Enlargement of Responsibility.** I understand that the School District makes no guarantee that students will ride only with a parent or legal guardian of other students. I understand that it is my responsibility and not the School District's responsibility to ensure that students do not accept rides from unauthorized, unsafe, and/or unknown drivers. I understand that, if I am the Student driver, I am expected to comply with all applicable laws and regulations.

8. **Representatives.** I enter into this Grant of Permission and Release from Liability on behalf of myself, Student, as well as my heirs, assigns, and legal representatives.

9. **Jurisdiction.** This Grant of Permission and Release from Liability shall be governed in all respects by the laws of the State of Alaska. Any lawsuit brought related to this Grant of Permission and Release from Liability will be brought in the courts of the State of Alaska with the venue to be located at Fairbanks, Alaska.

10. **Severability.** Should any term or provision of this Grant of Permission and Release from Liability be held to be illegal, invalid, or unenforceable, either facially or as applied, then that term or provision shall be severed from this Grant of Permission and Release from Liability and the remainder of this Grant of Permission and Release from Liability shall remain valid and enforceable to the fullest extent permitted by law.

I have read and fully understand this Grant of Permission and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I surrender such rights freely and voluntarily. I further freely and voluntarily agree to be bound by all the terms of this Grant of Permission and Release from Liability.

By signing this document, I acknowledge that if anyone is hurt or killed (including myself) or property is damaged while Student is riding in a private vehicle, or while myself as the Student is driving, I may be found by a court of law to have waived my right to maintain a lawsuit against the School District and the FNSB based on any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE TWO-PAGE DOCUMENT
I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS**

Signature of Parent/Legal Guardian

Date

Signature of Emancipated/18 Year Old Student

Date