

**RELEASE, INDEMNITY, & HOLD HARMLESS AGREEMENT
for Minor Student Driving Personal Vehicle in Lieu of School-offered Transportation**

It is hereby understood and agreed, that _____
[full names of parent(s)/guardians], on behalf of _____ [full name of
child], (hereinafter "minor child"), personally and in their representative capacity, for the sole
consideration of allowing their minor child to drive a personal vehicle to and from the following
events or locations in lieu of utilizing school-offered transportation:

do hereby and for their heirs, executors, administrators, personal representatives, and assigns, release, acquit and forever discharge MLS School District and its agents, including but not limited to insurers, servants, successors, employees, administrators, officers and directors, assigns, representatives, and all other persons, firms, corporations, associations or partnerships (hereinafter "Releasee"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has or which they may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages and the consequences thereof resulting or to result from injuries or death to their minor child or others as a result of their minor child driving a personal vehicle to and from the above-listed event(s) or location(s).

It is further understood and agreed that all rights under Section 9-13-02 of the North Dakota Century Code are hereby expressly waived. Section 9-13-02 reads as follows:

"9-13-02. EXTENSION OF KNOWN CLAIMS. -- A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor."

The undersigned parents agree they waive and relinquish all claims that the undersigned parents, their insurer(s), or minor child may have against the Releasee and will hold Releasee harmless, forever, from all claims and damages, cost, expense, and judgments, which are made as a consequence of future claims by the undersigned parents of the minor child, their insurers, or their minor child, for or on account of any claims and damages whatsoever which are released by this Release arising in whole or in part from injuries that may be sustained by their minor child as a result of driving a personal vehicle to and from the above-listed event(s) or location(s). In connection therewith, the undersigned do hereby covenant and agree to indemnify and hold harmless the aforementioned Releasee from any and all claims, demands, actions, causes of action, suits or complaints that may be brought, for injury, damage or loss resulting from injuries or death to their minor child as a result of driving him- or herself to and from the above-listed event(s) or location(s).

The undersigned further declare, warrant and represent that no promise, inducement or agreement not herein expressed has been made to them, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a

mere recital.

The undersigned further warrant and represent that they are the parents and/or legal guardians of the minor child, that the minor child has a valid North Dakota driver's license and is insured, and that the personal vehicle(s) that will be used by the minor child is insured and in a good, safe driving condition, and that the minor child does and will operate the personal vehicle in a safe, undistracted, and legal manner, obeying the rules of the road.

The undersigned have read the foregoing Release, Indemnity, & Hold Harmless Agreement and fully understand it and agree to its terms by signing below.

Printed Name of Parent/Guardian Date

Signature of Parent/Guardian Date