

# RIDE TO WORK ANDERSON

## Participant Release and Waiver of Liability and Indemnity Agreement

**CAUTION: This is a RELEASE of LEGAL RIGHTS. Please read and understand it BEFORE SIGNING.**

FOR AND IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE RIDE TO WORK PROGRAM, I FREELY AND VOLUNTARILY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS:

1. **WAIVER, DISCHARGE AND COVENANT NOT TO SUE, AND RELEASE:**

I, the Participant, hereby waive, discharge and covenant not to sue, and release (which means that I, the Participant, agrees not to sue or make a claim against) Ride To Work Anderson, its sponsoring and affiliated organizations or individuals, officers, directors, agents, volunteers, employees, representatives, and administrators (hereinafter referred to collectively as "Releasees") from all known and unknown liability to me, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands thereof on account of injury to me or my property or resulting in my death, whether caused by the negligence of the Releasees or otherwise while I am participating in the Ride To Work Program (hereinafter referred to as "the Program"). This Agreement applies to all claims, whether in equity or at law, and includes without limitation alleged breach of contract or negligence by Releasees, to the fullest extent permitted by the law.

Initial: \_\_\_\_\_

2. **ASSUMPTION OF FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE:**

I, the Participant, understand and agree that the transportation services provided through the Program involve certain inherent and other risks including, but not limited to, physical and psychological injury, illness, death, and property damage and loss, which I may suffer as a result of my participation in the Program. I assume full responsibility for and risk of bodily injury, death, or property damage suffered by me, regardless of whether caused by the negligence of Releasees or otherwise, due to my participation in the Program.

Initial: \_\_\_\_\_

3. **ACKNOWLEDGEMENT THAT RIDE TO WORK ANDERSON DOES NOT INSURE ME OR ANY THIRD-PARTY:**

I, the Participant, understand and acknowledge that Ride To Work Anderson does not provide any insurance coverage of any kind to me or third-parties (including, without limitation, drivers and the organizations that the drivers work for/with) that would compensate me or others for any injuries or damages that I or others could suffer due to

my participation in the Program. Ride To Work Anderson is not a co-insurer or reinsurer of any driver or organization that is involved with the Program.

Initial: \_\_\_\_\_

4. **AGREEMENT TO INDEMNIFY AND SAVE AND HOLD HARMLESS:**

I, the Participant, understand and agree to indemnify (which means I, the Participant agree to pay or reimburse any amount required to be paid, including attorneys' fees), save and hold harmless the Releasees from any loss, liability, damage, or cost that Releasees may incur, regardless of whether caused by the negligence of Releasees or otherwise, due to my participation in the Program.

Initial: \_\_\_\_\_

5. **PRIVILEGE OF PARTICIPATION & ACKNOWLEDGMENT OF PROGRAM RULES:**

I, the Participant, understand and agree that my participation in the Program is a privilege, not a right. Ride To Work Anderson, in its sole discretion, reserves the right to terminate the Program at any time without notice to me, the Participant. The Releasees reserve the right to change or limit destinations and route structure without notice to me. I acknowledge receipt of a copy of the Program rules. I have read and understand the Program rules, and I agree to comply with and abide by the Program rules at all times while participating in the Program. I understand and agree that my failure to follow all Program rules may lead to my removal from the Program.

Initial: \_\_\_\_\_

6. **ADDITIONAL PROVISIONS:**

I, the Participant, understand and agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina. I agree that the laws of the State of South Carolina (not any laws of another state) govern this Agreement and any dispute that I have with Releasees, and I consent to jurisdiction in South Carolina. If any portion of this Agreement is deemed invalid, the balance shall continue in full legal force and effect.

Initial: \_\_\_\_\_

7. **SIGNATURE:**

I, the Participant, have read and voluntarily sign this Release and Waiver of Liability and Indemnity Agreement. I understand and agree that this Agreement has no expiration date and remains in effect for the duration of my participation in the Program. This Agreement and its terms are binding upon me, my family members, my representatives, my heirs, beneficiaries, assigns, executors, administrators, personal representatives, and estate. I further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. I understand and agree that if I am the Legal Guardian of a minor or otherwise incapacitated person who is the Participant, by signing below I represent that I both have the authority to bind such Participant to the terms hereunder and that I intend that such Participant be legally bound by the terms hereunder.

**I have read, understand, and agree to all the provisions herein.**

\_\_\_\_\_  
**Participant's Name (please print)**

\_\_\_\_\_  
**Participant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent/Legal Guardian's Name (if applicable) (please print)**

\_\_\_\_\_  
**Parent/Legal Guardian's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness's Name (please print)**

\_\_\_\_\_  
**Witness's Signature**

\_\_\_\_\_  
**Date**