

CHARLES RIVER TRANSPORTATION MANAGEMENT ASSOCIATION



Emergency Ride Home for City of Cambridge Employees

Terms and Conditions for Employee Participation and Release of Liability

I, the undersigned, wish to participate in the Charles River Transportation Management Association's (CRTMA) Emergency Ride Home Program ("Program"). I have read and understand the policies, procedures, rules and regulation of the Program, and I agree to abide by them.

I understand that under the rules of the Program, transportation will be provided to me by a third party vendor, who is retained by the Charles River Transportation Management Association. I also understand that the CRTMA, its member organizations and my employer are not responsible for the performance of the transportation vendor.

I hereby agree and state that I am an eligible employee of the City of Cambridge. I agree that if I use the Program in an unauthorized manner, I will promptly reimburse CRTMA for all damages resulting from the unauthorized use of the Program. I further agree to use my best judgment in participation in the Program and to faithfully adhere to all safety instructions and recommendations, whether oral or written. I hereby certify that I am a competent adult assuming these risks of my own free will, being under no compulsion or duress. I understand that my abuse of the Program may result in the loss of my eligibility to use its services in the future.

I, the undersigned, for and in consideration of the request and permission to participate in the Program, hereby assume full responsibility for all risk of injury or loss, including death, which may result from my participation in this Program and hereby agree to hold harmless, release, waive, forever discharge and covenant not to sue or bring claim against CRTMA, their officers, agents, members and/or employees, and my employer, from any and all claims and demands whatsoever which the undersigned or any third person, and the representatives thereof have or may have against the said company, officers, agents or employees, by reason of any accident, illness, injury or death, or damage to or loss or destruction of any property arising or resulting directly or indirectly from my participation in the Program and occurring during said participation, or any time subsequent there to, whether or not such loss, injury or death is caused or alleged to be caused in whole or in part by the negligent acts or omissions of the company, their officers, agents or employees. The terms of this release shall serve as a release and assumption of risks for my heirs, executors, administrators and for all of my family members.

This Waiver and Assumption of Risk is effective from the date of signature and may not be revoked, altered, amended, rescinded or voided without the express prior written consent of CRTMA. I, the undersigned acknowledge that I have read the foregoing four paragraphs. I understand the terms of agreement and I have been fully and completely advised of the potential dangers incidental to engaging in the Program. I am fully aware of the legal consequences of signing this instrument.

Participant: _____

Date: _____

HR Approval: _____

Date: _____