



ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY and PLEASE PRINT A COPY FOR YOUR RECORDS

Seaport TMA's Carpool Program provides a method whereby individuals interested in carpooling may voluntarily do so.

Users of Seaport TMA's Carpool Program are advised that the use of this system is voluntary and entirely at the discretion of participants. You must be at least 18 years of age to participate in the Program.

No background checks of drivers or participants, driver record checks or insurance checks are undertaken by Seaport TMA. Seaport TMA does not make any assurances or certifications regarding the condition, suitability or safety of the vehicles being used by participants in the carpooling system, the reliability or driving ability of participants or drivers, or whether those participants and drivers are insured. Seaport TMA recommends that participants exercise caution when selecting a potential carpool partner.

By participating in the system, you are agreeing that you are entirely responsible for your own safety while using the carpooling system.

Seaport TMA assumes no responsibility for the accuracy, currency or reliability of the content of sites external to Seaport TMA's website.

You agree to comply with all applicable laws and regulations when participating in the Carpool Program, and you may only utilize the transportation provided thereunder for lawful purposes (e.g., no transfer of unlawful or hazardous materials). You will not in your use of the vehicles provided by the drivers cause nuisance, annoyance, inconvenience or property damage, whether to the drivers or any other third party.

Participants' Responsibility for Insurance

It is the responsibility of individuals participating in a carpool matching system to notify their insurance provider of their intent to carry non-family passengers and to ensure that they have adequate coverage to protect both themselves and their passengers. It is the responsibility of the individual accepting a ride in a carpool to ensure that the driver of the vehicle has an acceptable driving record, is licensed accordingly and has adequate insurance to protect both driver and passengers.

Seaport TMA is in no way responsible for verifying or certifying the reliability, driving ability or insurance status of drivers and participants using the system.

Waiver of Claims & Indemnification

Seaport TMA takes no responsibility for any personal injuries, deaths, property damages, financial losses or other damages or losses that may result from the use of the Seaport TMA Carpool Program.

By participating in the Seaport TMA's Carpool Program, you hereby agree to waive any and all claims that you have or may have in the future against Seaport TMA and to release them from any and all liability for loss, damage, expense or injury including death that you, your next of kin or a third party may suffer as a result of your participation in or involvement in the Seaport TMA program. IN ADDITION, THE SEAPORT TMA SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, INJURY OR PROPERTY DAMAGE.

You hereby also agree to indemnify and hold harmless Seaport TMA and its officers, directors, employees or agents from any and all liability and expenses (including attorney's fees) for personal injury, death, property damages and any other loss, and resulting claims or actions, arising from your participation in or involvement in the Seaport TMA Carpool Program.

Protection of Privacy Statement

Seaport TMA will not sell, lease, or disclose personal information to private businesses, organizations, or individuals, unless required to do so by applicable law. A complete description of our privacy policy may be found at www.seaporttma.org/about/privacy/.

Personal information is being collected by Seaport TMA for the purposes of matching participants with compatible carpool partners only.

In order to participate in the Seaport TMA's Carpool Program, you must indicate that you have read and understand the DESCRIPTION OF SERVICE, ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT by checking the first box on the online registration form titled: "I request to participate in the Seaport TMA's Carpool Program. I have read the ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.