



## **ASSUMPTION OF RISK, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

### **PLEASE READ CAREFULLY AND PRINT A COPY FOR YOUR RECORDS**

Seaport TMA's Guaranteed Ride Home Program provides a method whereby individuals can use cab vouchers issued by Seaport TMA for a ride home or to their car in case of an emergency, illness or unexpected overtime while at work. As a participant in the Guaranteed Ride Home Program, you understand that a third party will provide transportation and that neither your employer nor the Seaport TMA can be held responsible for the performance of the vendor. Participants assume full responsibility for any risk which may result from participation in the program. You must be at least 18 years of age to participate in the program.

Employees are allowed to use the service up to four times a year.

Employees participating in the program understand that a third party will provide transportation and that neither their employer nor the Seaport TMA can be held responsible for the performance of the vendor. Participants assume full responsibility for any risk which may result from participation in the program.

The program is only to be used to get FROM work to your necessary destination during personal emergencies or due to unscheduled overtime.

Employees are responsible for their cab vouchers. They should be kept at the work site or on the employee. A lost or misplaced voucher will count as one use of the program.

The Seaport TMA does not make any assurances or certifications regarding the condition, suitability or safety of the vehicles being used by such transportation vendors, or the reliability or driving ability of operators.

You agree to comply with all applicable laws and regulations when participating in the Guaranteed Ride Home 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 transportation vendors cause nuisance, annoyance, inconvenience or property damage, whether to the vendors or any other third party.

### **Waiver of Claims & Indemnification**

The 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 and participation in the Seaport TMA Guaranteed Ride Home program.

By participating in the Seaport TMA's Guaranteed Ride Home Program, you hereby agree to waive any and all claims that you have or may have in the future against the Seaport TMA and to release the organization 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's Guaranteed Ride Home 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 the Seaport TMA and its officers, directors, employees or agents from any and all liability and expenses (including attorneys 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 Guaranteed Ride Home Program.

### **Protection of Privacy Statement**

The 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 <http://seaporttma.org/about/privacy/>.

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