

Passenger: Authorization and Release of Liability Agreement

This Passenger Authorization and Release of Liability Agreement ("Agreement") is made and entered into this:

Date: _____

Between Christenson Transportation, Inc. of Strafford Missouri ("Carrier"), &

(Driver) _____, and (Passenger), _____

This Agreement shall only be in effect

From DATE: _____

To DATE: _____

WHEREAS, Carrier is an authorized motor carrier under regulations Promulgated by Federal Motor Carrier Safety Administration;

WHEREAS, Driver and Passenger have requested that Carrier provide its authorization for Passenger to accompany Driver on the Vehicle.

NOW THEREFOR, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. **Authorization.** Carrier authorizes Passengers to accompany the ride with Driver on Vehicle provide all terms of the Agreement and satisfied.
2. **Operation of Equipment.** Passenger is not authorized and is specifically prohibited from opening the Vehicle or associated trailer (collectively "Equipment") or performing any labor or duties associated with the Equipment or load at any time for any reason. Passenger is prohibited from entering any loading or unloading or vehicle maintenance area.
3. **Passenger's Voluntary Assessment of Risk.** Passenger hereby specifically acknowledges that serious personal injuries and XXXXX Occur to passengers from motor vehicle accidents as we as from getting in or out of commercial vehicles.
 - a. Passenger Initials _____ I acknowledge I am voluntarily exposing myself or my minor dependent to these and other similar risks in exchange for authority to ride as a passenger in the Vehicle. I hereby certify I will use the seat belt anytime the vehicle is in motion.
4. **Passenger Insurance.** Driver shall procure, carry, and maintain passenger liability insurance that is acceptable to Carrier, in its sole discretion, that shall provide coverage to Driver and that identifies Carrier as an additional named insured.
5. **Driver's Full Release of Liability Indemnify and Hold Harmless.** In Consideration the sufficiency of which is hereby acknowledged for Carrier's authorization to allow Passenger to ride in the Vehicle, Driver hereby agrees to release, defined, indemnify and hold harmless Carrier from any and all claims, liability, rights, actions, suits and demands, including any claim of negligence by Carrier, its employees, Driver, Driver's employees or a third party, whether in law or in equity, for any direct, indirect and consequential loss (including a claim of loss of XXXXXX, affection or consortium), damage, fine, action, claim for injury or death to persons (including Driver and Passenger), and damage to the Vehicle or other property, to Driver or Passenger may have now or later, know or unknown, against Carrier, its insurers, affiliates, employees, agents, officers, directors or successors arising out of or relating to Carrier's authorization for Passenger to accompany and ride with Driver. Moreover, this

Agreement may be pleaded by Carrier as a counterclaim to or as a defense in bar or abatement of provision shall remain in full force and effect both during and after the termination of this Agreement.

_____ [Driver Initials Acknowledging Driver Has Read and Understands This Provision].

- 6. Passenger's Full Release of Liability, Indemnity and Hold Harmless. In consideration, the sufficiency of which is hereby acknowledged, for Carriers authorization to allow Passenger to rid in the Vehicle, Passenger hereby agrees to release, defend, indemnify and hold harmless Carrier from all and all claims, liability, rights, actions, suits and demands, including any claim of negligence by Carrier, its employees, Drivers, Driver's employees or a third party, whether in law or in equity, for any direct, indirect and consequential loss (including a claim of loss of companionship, affection or consortium), damage, fine, action, claim for injury or death to persons (including Driver and Passenger), and damage to property that Passenger may have now or later known and unknown against Carrier, its insurers, affiliates, employees, agents, officers, directors or successors arising out of or relating to Carrier's authorization for Passenger to accompany and rid with Driver. Moreover, this Agreement may be pleaded by Carrier as a counterclaim to or as a complete defense in bar or abatement of any action of any kind whatsoever brought, instituted, or taken by or on behalf of Passenger or Driver. This provision shall remain in full force and effect both during and after the termination of the Agreement.

_____ [Passenger Initials Acknowledging Passenger Has Read and Understands This Provision]

- 7. Governing Law. This Agreement shall be governed by Laws of the State of Missouri, as the principal place of business of Carrier, both as to interpretation and performance.
- 8. Choice of Forum. The parties agree that any legal proceedings between the parties arising under, arising out of, or relating to this Agreement, including any claims, actions, suits, and demands described in Paragraphs 5 and 6 above, shall be filed and/or maintained in Springfield, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this agreement which shall be considered binding upon all parties and shall remain in ful force and effect according to the terms of this Agreement.

I UNDERSTAND THIS AGREEMENT CONTAINS A RELEASE INDEMNITY AND HOLD HARMLESS AGREEMENT.

CARRIER
Christenson Transportation, Inc.

By: _____
 Printed: _____
 PASSENGER
 By: _____
 Printed: _____
 Date: _____
 Phone #: _____

Title: _____
 Date: _____
 DRIVER
 By: _____
 Printed: _____
 Date: _____
 Phone #: _____