



Transit Buddy Program

Transit Buddy Service Area Acknowledgement/ Waiver and Release

Check one: _____ Volunteer _____ Rider DATE: _____

SERVICE AREA ACKNOWLEDGEMENT:

I, _____, elect to voluntarily participate (**CHECK ONE**) as a: ___(1) volunteer service provider (“Volunteer”); ___(2) senior citizen rider (“Rider”) in the NORTH COUNTY TRANSIT DISTRICT (“NCTD”) for the TRANSIT BUDDY PROGRAM (“Program”). By my signature below, I acknowledge and agree that:

- The Program is limited to NCTD service areas only, and that if a Volunteer elects to accompany a Rider outside of the NCTD service area, he/she does so voluntarily and without any encouragement or direction from NCTD.
- Upon exiting the NCTD service area, the Transit Buddy Volunteer is no longer representing NCTD, and must remove any NCTD identification or equipment (e.g. badge, hat, vest).
- I understand and agree that NCTD is not liable or responsible in any way for any information provided by any Transit Buddy Volunteer related to services provided by transit providers other than NCTD.

Signed

Printed Name

WAIVER AND RELEASE:

I understand that there are risks associated with my participation in the Program, including, but not limited to, injury, death and damage to property. I hereby waive, release and discharge NCTD and its Board Members, officers, employees, agents, and volunteers from any and all liability, causes of actions, claims, damages, or injuries of any kind to my property or person that arise out of my participation in the Program. In consideration for being permitted to participate in the Program, I further agree to indemnify and hold harmless NCTD and its Board Members, officers, employees, agents, and volunteers from any and all liability, causes of actions, claims, damages, or injuries of any kind claimed by any third party that arise out of my participation in the Program.

Section 1542: I hereby waive any rights or benefits I might otherwise have under California Civil Code Section 1542 (or similar law) which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

I have carefully read and understand this Waiver and Release and all of its terms. By signing below, I have executed this Waiver and Release freely and voluntarily and agree that it will be binding upon me and my heirs, assigns, and legal representatives.

Signed

Printed Name