

## AUTHORIZATION, RELEASE AND INDEMNITY AGREEMENT

THIS IS AN AGREEMENT by and among \_\_\_\_\_, the identified Driver herein (driver), and the named Rider (rider), and the named Independent Contractor.

The purpose of the agreement is for the transportation of a person on a motor vehicle operated under the authority of \_\_\_\_\_, the certified motor carrier in conformity with the applicable Motor Carrier Safety Regulations promulgated by the Federal and State Commissions. Under Title 49 Transportation Chapter 111, Federal Highway Administration, Part 392 Driving of Motor Vehicles, Subpart G - Prohibited Practices, particularly Section 392.60, which provides:

"Unauthorized person not to be transported. Unless authorized in writing to do so by the motor carrier under whose authority the motor vehicle is being operated, no driver shall transport any person or permit any person to be transmitted on any motor vehicle other than a bus. When such authorization is issued, it shall state the name of the person to be transported, the points where the Transportation is to begin and end, and the time upon which such authority expires. No written authorization, however, shall be necessary for the Transportation of (a) employee or other person assigned to a vehicle by a motor common carrier ..."

Ohio Public Utilities Commission regulations set forth the same provisions as the above Federal Regulations.

Under the above cited Federal and State Regulations, the motor common carrier, \_\_\_\_\_, hereby, authorized the following named Driver to transport the following identified Rider as indicated and only during the period of this authorization which terms are set forth hereafter.

### I. SPECIFIC AUTHORIZATION

- A. Driver: \_\_\_\_\_
- B. Rider \_\_\_\_\_
- C. Points or Origin and Destination: \_\_\_\_\_
- D. Expiration Date of Authority: \_\_\_\_\_

## II. TERMS AND CONDITIONS

As a condition of the grant of this authorization, the Rider and the Driver agrees herein and the Driver further agrees to enforce the provisions that:

1. The Rider shall furnish his or her own traveling expenses, except the cost of the transportation.
2. The Rider Shall Not Drive or Operate the Equipment or Interfere with its Safe Driving or Operation.
3. The Rider shall not represent that he or she is an employee of \_\_\_\_\_, and/or the Independent Contractor or do acts that may indicate same.
4. The Rider and Driver waive all of his or her claims, rights and causes of action, whether in law or in equity before any legal forum which either or both of them may have against \_\_\_\_\_, and/or the Independent Contractor for any and all claims, rights, and causes of action which may arise out of the circumstances of the said transportation; and in this regard, the Driver and Rider, either or both on behalf of themselves or by their heirs, representatives, successors, assigns, or executors, hereby released, discharges quitclaims for all time to \_\_\_\_\_ and/or the Independent Contractor as to any claims, demands, causes of actions which may arise accordingly.
5. The Rider and Driver further agrees to indemnify and hold harmless to include all expenses, attorney fees, or other costs incurred on behalf of \_\_\_\_\_, and/or the Independent Contractor, its assigns, agents, representatives or successors, arising directly or indirectly out of any occurrences in connection with the said transportation for any and all claims, demands and causes of action which either or both the Rider and Driver may have, occasion to bring as a result of any occurrence arising out other said transportation herein.

III. EXECUTION

The undersigned, intending to be legally bound and intending to bind the successors, assigns, representatives, executors, and heirs and all other which may inure to the benefit or detriment of this Agreement, set their hands and seals below in full agreement and acceptance of the terms and conditions of this agreement.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

ATTEST

Authorization granted by:

WITNESS

Driver

Independent Contractor(s)