

## **Transportation Waiver & Release Agreement**

I understand that SHRM Columbus-Area Chapter, is providing <u>optional</u> transportation to and from a Chapter event to take place on February 27, 2020 and that all who desire to take advantage of this transportation must do so <u>at their own risk</u> and must and agree to the following additional terms and conditions of this Transportation Waiver & Release Agreement (hereinafter, this "Agreement"):

- 1. I am executing this Agreement in consideration of the benefit of receiving the transportation in question at the cost to me of only \$25.00 and also in consideration of the benefit of not having to provide for or secure my own transportation;
- 2. I, the undersigned, do understand, acknowledge, and accept that there are always risks, including the risk of injury to person and property, involved in and inherent to any form transportation including, but not limited to, the risk of a motor vehicle collision, and I do hereby voluntarily <u>assume</u> all such risks and any others associated with transportation;
- 3. I do understand, acknowledge, and accept that I am participating in and accepting the transportation offered <u>at my</u> own risk;
- 4. I do release the Chapter as well as its Board of Directors, officers, agents, representatives, servants, employees, parent organizations, subsidiary organizations, affiliates, assignees, subordinate contractors and vendors, insurers, third-party administrators, servicing agents, managing general agents, producers, underwriters, operators, vessels, charterers, masters, officers, captains, crews, and other agents and representatives/associates, and individual Chapter members, (hereinafter referred to as the "Releasees") from any and all rights, liabilities, debts, sums of money, causes of action, actions, suits, covenants, contracts, controversies, agreements, promises, demands, damages, costs, loss of services, loss of use, lost wages, diminution of earning capacity, expenses, judgments, liens, executions, compensation, and claims of any kind, whatsoever, in law or in equity, whether known or unknown, anticipated or unanticipated, contingent or accrued, which I have, may have, or may in the future have, directly and indirectly, in connection with and/or on account of the transportation provided to me at no cost (hereinafter, the "Released Matters");
- 5. I waive and discharge any and all claims I have and/or may have in the past, present, and/or future against the Releasees concerning the Released Matters and/or the transportation provided to me;
- 6. I hereby covenant not to sue or assert any claim against the Releasees concerning the Released Matters and/or the transportation provided to me;
- 7. I further hereby agree to indemnify, hold harmless, and defend from any suits and/or claims brought in violation of this Agreement;
- 8. Excluding mileage, gasoline, and vehicular costs, I further hereby agree to indemnify, hold harmless, and defend the Releasees from any loss, liability, damage, and/or costs incurred by Releasees due to my traveling to and or from the Chapter sponsored event in question;
- 9. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed and enforced in accordance with the laws of the state of Georgia;
- 10. I agree that the sole venue for any dispute under this Agreement shall be the Superior Court of Harris County, Georgia and waive any objections to that venue;
- 11. If any provision or clause of this Agreement be deemed void or unenforceable as a matter of law, then I agree that it may be severed from this Agreement without invalidating the remainder, which shall continue in force and effect without the severed clause/provision;
- 12. In signing this Agreement, I acknowledge and represent that I have read it completely, understand it, and sign it voluntarily as my own free act and deed without any coercion or duress; AND
- 13. I agree that an electronic copy of this document shall be as valid as the original consistent with O.C.G.A. § 10-12-7 and that this Agreement may be executed in multiple and identical counter-parts, each of which shall constitute an original.

Printed Name of Traveler:		
Signature of Traveler:	Date:	