

OCCIDENTAL COLLEGE
Vehicle Passenger Waiver

This waiver must be signed by all passengers in personal vehicles (owned by the College or a member of the community) being used for travel related to College-approved activities. Anyone who drives a personal vehicle for travel related to College-approved activities must be an Authorized Driver. This form must be signed by all passengers and deposited into the Campus Safety mail slot or the mail box located on the Campus Safety/Facilities yard gate, before leaving campus. (If you need assistance, call Campus Safety from the yellow call box at the gate or ext. 2599.) [This blank form may be copied if you need more waiver forms.]

EVENT NAME: _____ DEPARTMENT _____
DESTINATION: _____
DATE & TIME OF DEPARTURE/RETURN: _____ / _____

LIABILITY, RISK ACKNOWLEDGMENT, AND CLAIMS RELEASE FORM ("Release")

I, the undersigned, wish to be transported as a passenger in a privately-owned automobile driven by _____ in order to participate in _____ (herein "Event"), an event or program sponsored or approved by Occidental College (herein "College").

In consideration for being permitted to participate in the Event, I hereby release, waive, forever discharge, and covenant not to sue the College, its trustees, officers, agents, employees, volunteers, insurers, and students (Releasees), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me or in my custody, whether caused by the negligence or carelessness of the Releasees, or otherwise, while I am on, or in transit to or from, the premises where the Event, or any adjunct to the Event, occurs or is being conducted.

I sign this Release in full recognition and appreciation of the dangers, hazards, and risks inherent in traveling to and participating in the Event, which include but are not limited to: physical injury, illness, accident, dismemberment, or even death. I knowingly and freely agree to accept and assume all of the risks involved with this Event, including those not listed above, and assume all responsibility for any injury I may suffer as a result of those risks and dangers.

This Release is binding on me, my heirs, administrators, executors, personal representatives, legal predecessors, successors, and assigns. It is my express intent that this Release shall bind me, the members of my family, as well as my estate. I further agree to indemnify, defend, and hold harmless Releasees from any claim, action, or cause of action arising out of, or related to, any matter that is released or risk that is assumed under this agreement or which is otherwise brought by any family member or third party arising out of, or related to, my participation in the Event.

By my signature below, I acknowledge and represent that I have fully informed myself of the content of this Release by reading it before I sign it, that I understand what this document means and I sign it knowingly, voluntarily, and as my free act and deed. I have had the opportunity to consult with an attorney and have either done so or hereby waive this right. I warrant and represent that no oral representations, statements, or inducements, apart from the express contents of this document, have been made or relied on by me in signing this agreement. I sign with full knowledge of California Civil Code Section 1542 which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The provisions of this statute, and any similar provision of the law of the state in which these events are held, are hereby waived and I fully release the Releasees from liability for any unknown claims.

I hereby agree that this Release represents the full understanding between the College and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. This Release is to be construed in accordance with the laws of the State of California. If any term or provision of this Release is held to be illegal, unenforceable, or in conflict with any law, the validity of the remaining portions will not be affected thereby.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

By my signature below, I attest that the information expressed in this document is true and accurate, and that I agree to abide by all terms and conditions herein. Dated this _____ day of _____, 20__.

Printed Name:	Signature: