



Northern Essex Elder Transport, Inc.

Senior Rider Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING NORTHERN ESSEX ELDER TRANSPORT, INC. (“NEET”) FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR.

Mission Statement.

The mission of NEET is fourfold, namely: To continue the development of the volunteer driver transportation program in 14 Essex County communities according to the needs of the elderly of each community; to continue the recruitment of volunteer drivers in each of the 14 communities to provide transportation for elders; to provide information to the aging network and outreach to the elders in the community with information about transportation services; and to assist elders in maintaining their independence and being engaged with their community.

Affirmative Duty.

If I should experience or develop symptoms of illness such as fever, cough or shortness of breath, or if I should test positive for a contagious illness including, but not limited to, COVID-19, I agree to contact NEET so as to cancel any scheduled transportation appointment as far in advance as possible. I further agree to conduct my participation in the elder transportation program (“Program”) in compliance with prevailing governmental or health agency standards intended to prevent the spread of infectious diseases, to the extent practicable.

Assumption of Risk.

I acknowledge that and my participation in the Program will consist of being a passenger in a vehicle driven by a NEET volunteer driver. I acknowledge and agree that my participation comes with risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease including, without limitation, COVID-19. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of participation in the Program. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

I acknowledge that COVID-19 has been declared a worldwide pandemic by the World Health Organization, that COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, and that, as a result, federal, state and local governments and federal and state health agencies recommend or mandate social distancing and the use of masks, among other protective measures. I further acknowledge

that NEET requires Program volunteers and participants to follow preventive measures against the spread of COVID-19 but that NEET cannot guarantee that I will not become infected with COVID-19 as a result of my participation in the Program.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while participating in the Program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NEET employees, volunteers, and other Program participants.

Waiver, Release, Indemnification & Covenant Not to Sue.

In consideration of the use of Facilities and my participation in the Program, I, the undersigned, agree that NEET, its officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from my participation in the Program.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, costs, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to my participation in the Program, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of my participation in the Program, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, arising out of or in any way related to my participation in the Program.

Signature: _____ **Date:** _____

Print Name _____