

WAIVER AND CONSENT

THIS WAIVER AND CONSENT (“Waiver”) is made by _____, an adult citizen of the State of Alabama over the age of 19 years (“Rider”) in favor of Birmingham Regional Paratransit Consortium, Inc., an Alabama non-profit corporation, together with its directors, officers, employees, agents and representatives (collectively, “ClasTran”) and those entities subcontracted by ClasTran to provide services to Rider (“Subcontractors”).

A. Rider utilizes the services of vehicles owned by or leased to ClasTran and driven by employees of ClasTran or its Subcontractors (each a “Driver”).

B. Rider acknowledges that ClasTran, its Subcontractors and Driver provide only curb-to-curb services and that it is Rider’s responsibility to arrange for assistance from curb to door and from door to curb, if needed.

C. Rider acknowledges that neither Driver, nor any other ClasTran or Subcontractor employee, is authorized: (i) to enter Rider’s residence; (ii) to perform any personal services for Rider; (iii) to lift or carry Rider; or (iv) to assist Rider (including Rider’s mobility device or Rider’s packages) up or down steps.

D. Notwithstanding the foregoing, Rider has requested that Driver provide assistance to Rider beyond the curb, to and including assisting Rider, Rider’s mobility device (if any) and Rider’s packages (if any), from Rider’s door, on to the ClasTran or Subcontractor’s vehicle, and/or from the ClasTran or Subcontractor’s vehicle to Rider’s door.

E. ClasTran, its Subcontractors and Driver have agreed to allow personal services to be provided to Rider, beyond standard curb-to-curb services, only in the event Rider signs this Waiver.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Rider hereby agrees as follows:

1. **Consent, Release and Covenant Not to Sue.** Rider hereby consents to allow ClasTran, its Subcontractors and Driver, collectively, to provide personal services to Rider, beyond the curb-to-curb service to which Rider is otherwise entitled. In consideration for such services, Rider hereby releases ClasTran, its Subcontractors and Driver, jointly and separately, and covenants not to sue ClasTran, its Subcontractors or Driver, or any of them, in the event Rider suffers any personal injury (including death) or property damage as a result of the provision of additional services (beyond curb-to-curb services) by any of ClasTran, its Subcontractors or Driver.

2. **Indemnity.** Rider hereby agrees to defend, indemnify and hold ClasTran, its Subcontractors and Driver, jointly and separately, harmless from and against any and all damages, liabilities, costs, actions, causes of action, claims, judgments, costs and expenses (including reasonable attorneys’ fees) arising from any claim made by Rider against ClasTran, its Subcontractors and/or Driver, in violation of the Consent, Release and Covenant Not to Sue set forth in paragraph 1 above.

3. **Effective Date.** This Waiver is effective as of the date signed below and will remain in full force and effect until revoked or amended by Rider in writing. Either ClasTran or its Subcontractors may revoke its agreement to provide the additional services authorized hereby, by giving notice of such revocation to Rider, in writing.

Rider:

Witness:

Date: _____, 201__