



**WHITTIER COLLEGE ATHLETIC DEPARTMENT
TRANSPORTATION RELEASE FORM**

*This form is to be signed by all students who are choosing to provide for their own transportation to and from an event, instead of utilizing Whittier College provided transportation. This form must be completed, signed and turned in to the **Compliance Office (2 days)** prior to departure for the event with all appropriate signatures in place.*

**** Please keep in mind, you can only drive yourself to and from games, NOT any teammates regardless of a release from their parents.*

Name of event: _____

Location(s) of event: _____

Date(s) of event: _____

Team attending event: _____

Head Coach: _____

I hereby request permission to provide my own transportation for the away trip listed. As an adult (18 years of age or older), by signing this form I understand that I voluntarily assume full responsibility for any risk of loss, property damage or personal injury. I release Whittier College, its representatives, employees and agents from liability while using a motor vehicle not owned or operated by Whittier College, including the failure of the driver to comply with College regulations or traffic safety laws. I hereby agree to indemnify and hold harmless Whittier College against all claims, demands, causes of action, suits or judgments, including attorney fees, costs and expenses resulting from use of non-College transportation. I have been supplied directions by the Department of Athletics and have been instructed to use caution and abide by all transportation laws.

I, _____, am aware that WHITTIER COLLEGE has made transportation available to and from the above mentioned. In consideration for being permitted by WHITTIER COLLEGE to choose not to use the College-provided transportation and to make my own transportation arrangements, I hereby acknowledge and agree to the following:

I understand that I am responsible for any and all costs and expenses related to my transportation.

I understand the various aspects of, and the dangers, hazards, and risks inherent in providing for my own transportation including but not limited to weather conditions, vehicle accident, kidnap, carjacking,

overnight accommodations, and mechanical breakdown. I understand that in providing my own transportation I could sustain serious personal injuries, illness, property damage, loss of income (present or future) or even death. I further understand and agree that any injury, illness, property damage, disability, loss of income, both present and future, or death that I may sustain by any means is my sole responsibility and not WHITTIER COLLEGE.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my providing my own transportation, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, loss of income (present or future) or even death. I understand that there are potential risks as a consequence of, but not limited to weather conditions, mechanical breakdown, vehicle accident, kidnap, carjacking, overnight accommodations, and other risk that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN,** and I assume full responsibility for providing my own transportation.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** WHITTIER COLLEGE, its governing board, directors, trustees, officers, employees, agents, volunteers, staff and any students (hereinafter referred to as "Released") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, loss of income (present or future) or death that I may suffer as a result of my providing for my own transportation. I further agree that the Released are not in any way responsible for any injury or damage that I sustain as a result of my own and any and all other third party negligent acts.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasee from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, loss of income (present or future) or death that I may suffer as a result of my providing for my own transportation.

The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, is hereby expressly waived.

I hereby agree and understand that the terms hereof shall be binding upon heirs, my assigns, personal representatives, and me.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of CALIFORNIA notwithstanding the location of the above-mentioned event, the route of travel or the location of my personal residence.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL

RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM OF A LEGAL AGE CAPABLE OF CONSENT OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Student's Signature: _____

Print Student's name: _____

Student ID#: _____

Date: _____

Signature of Parent/Guardian:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Released as set forth in detail above.

Parent or Guardian Signature: _____

Print Parent or Guardian name: _____

Date: _____

Received by:

Date: _____

Signature: _____

Printed Name of Institution Official _____

DRIVER INFORMATION:

Name of student: _____

Signature of student: _____

Signature of coach: _____

Sport: _____

Alternate transportation

Driver: _____

Type of car: _____ Make: _____ Model: _____

License plate: _____ State of registration: _____

Owner: _____

Passengers: _____

Insurance Company: _____

Administrative Approval:

Head Coach Signature

Administrator Signature

Date

This form is to be filed in the Compliance Office.