



**DRIVER / PARTICIPANT
ACKNOWLEDGEMENT, RELEASE, AND INDEMNIFICATION**

I acknowledge "Commuter Club" is not a legal entity, but is the name of a program of the Cumberland Community Improvement District (hereinafter "CCID"). I wish to participate in a vanpool and I understand CCID's sole involvement is to subsidize a portion of my cost. I agree CCID has no obligations, duties or responsibilities, or liabilities to me. It is my choice and decision, alone, to participate in a vanpool. I acknowledge CCID is not a Common Carrier and does not provide transit services nor does it operate, manage, lease, administer, maintain, deliver, or insure vanpools. CCID does not own, provide, repair, or inspect vans nor warrant their safety, condition, suitability, or fitness for a particular purpose. CCID has no contract with any van provider, the latter of which is an independent contractor. CCID does not select, screen, test, qualify, or train drivers of vanpools, nor does it perform background investigations on drivers or other participants. A vanpool driver is not an agent, servant, or employee of CCID, but is an independent party participating with others in a voluntary, not for profit, ridesharing arrangement. CCID is not responsible for any participant's lost, stolen, or damaged property in or from a vehicle. CCID makes no representations, nor any warranties, express or implied, and is not the guarantor of participants' safety. I assume all risk of my participation.

For and in consideration of the CCID subsidizing the cost of my participation in a vanpool, which I recognize to be sufficient, full, and valuable consideration, I individually and on behalf of my heirs, executors, and administrators, do hereby release, indemnify, covenant not to sue, defend, and hold harmless Commuter Club, Cumberland Community Improvement District, Cobb County Chamber of Commerce, Inc., and their officers, directors, members, agents, employees, successors, assigns, volunteers, and administrators, against loss from any and every claim, third party claim, liability, suit, action, proceeding, loss, cost, damage, or demand of every kind, description, and character, including attorney's fees and/or litigation and investigative expenses, which may be asserted by reason of bodily or personal injuries, property damages, death, or loss which may arise from my participation in a vanpool, including, but not limited to, while driving or riding in the van utilized.

I acknowledge the Commuter Club Vanpool Handbook contains the Policies and Procedures governing CCID's subsidy of my participation in a vanpool and the most updated provisions are available on line at www.commuterclub.com, and by hardcopy upon request. I warrant that I will read the Policies and Procedures prior to participating in a vanpool, will remain current with them as well as the policies of the van owner, and will abide by them.

The undersigned agrees that CCID may terminate its subsidy for the undersigned's participation in a vanpool at any time with or without cause.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, this _____ day of _____, 200__.

Participant Signature

Witness Signature

Print Name

Print Name

Phone Number

Phone Number

Check the correct status: ___ Current Member of Commuter Club's Vanpool Program
 ___ 2-Day Free Trial Commuter
 ___ Other