

ACKNOWLEDGMENT AND RELEASE

GEORGIA, CATOOSA COUNTY

THIS AGREEMENT is made between Catoosa County (“County”) and the undersigned participant in Catoosa County’s Trans-Aid program (“Participant”).

WITNESSETH:

WHEREAS, County operates a transportation program for the benefit of citizens of County which is known as the Trans-Aid Program; and

WHEREAS, Participant desires to participate in the Trans-Aid Program and to accept the benefits offered by the Trans-Aid Program; and

WHEREAS, the vehicles and equipment utilized by the Trans-Aid Program are subject to certain maximum weight limitations for the safety of all participants, including the undersigned Participant, and in order for the equipment utilized by the Trans-Aid Program to operate correctly; and

WHEREAS, as a condition to participating in the Trans-Aid Program, County requires that all participants, including the undersigned Participant, acknowledge the weight limitations and requirements and accept any risk of injury or property damage which may result if the weight limitations and requirements are exceeded.

NOW, THEREFORE, in consideration of the sum of \$1.00, and other good and valuable consideration, including but not limited to County allowing Participant to participate in the benefits of County’s Trans Aid Program, the parties agree as follows:

AGREEMENT

1. Acknowledgment. Participant hereby acknowledges that the maximum aggregate weight of a passenger participating in the Trans-Aid program must not exceed 750 pounds. This weight limit includes the weight of the undersigned Participant and the weight of any and all medical assistance equipment or other equipment or devices used and/or transported by said passenger, including, but not limited to mobility equipment and respiratory equipment.

2. Certification and Assumption of the Risk. Participant certifies that, at any and all times that Participant is riding in a Trans-Aid vehicle or otherwise participating in County’s Trans-Aid Program, his weight, together with the weight of any of the above referenced equipment, shall not exceed 750 pounds, and Participant knowingly assumes all risks associated with Participant and/or his equipment exceeding the 750 pound weight limit.

3. Benefit to Participant. County agrees to provide transportation and other services offered by the County's Trans Aid Program to Participant according to the provisions of the policies and procedures of County's Trans Aid Program. Participant acknowledges and agrees that he is deriving a benefit as result of participating in the County's Trans-Aid Program.

4. Release. In order to induce County to enter into this agreement and provide the benefit set forth in Paragraph 3 above, the Participant does hereby for himself, his heirs, executors, administrators, and assigns release and forever discharge County, and its officers, directors, agents, and employees from any and all claims, demands, damages, or causes of action at law or in equity arising from any injury or property damage, of any type or nature, which occurs at any time during Participant's participation in County's Trans-Aid Program and which is caused by or results from Participant exceeding the weight limitations and restrictions imposed and acknowledged herein.

5. Entire Agreement; Governing Law: This Agreement represents the full, complete and final agreement among the parties hereto with respect to the subject matter contained herein and supersedes any and all prior agreements. This Agreement shall be construed by and governed under the laws of the State of Georgia.

6. Gender Neutrality. In this agreement the masculine gender includes the feminine and/or neutral.

BY SIGNING BELOW, BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY IT AND FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS AND THAT THEY ARE ABOVE THE AGE OF 18 YEARS.

This ____ day of _____, 20__.

PARTICIPANT:

Signature

Printed Name

CATOOSA COUNTY, GEORGIA

By: _____
Jason Warren, Trans-Aid Director

Witness

Witness