

**WAIVER AND RELEASE**

\_\_\_\_\_ (Employee), an adult, will be traveling for business on behalf the City of South Bend. Accompanying him/her will be:

\_\_\_\_\_,  
(business associate, spouse, friend, child/ren)(strike those that do not apply).

WHEREAS, employee desires to use a City vehicle for City business; and

WHEREAS, employee chooses to take family members / friends / business associates (strike those who do not apply) named above with him/her on this trip; and

WHEREAS, the City of South Bend agrees to allow employee to use a City vehicle for City business and to take his family members/ friends/ business associates (strike those who do not apply) with him/her upon certain conditions.

WHEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Employee, for himself, his heirs, his beneficiaries and successors in interest hereby releases and forever holds harmless the City of South Bend, its elected officials, council, employees, and successors in interest from any and all injuries known or unknown, seen or unforeseen that may occur to all persons named above except the Employee during use of the City vehicle.
2. The Employee, for himself, all those listed above, his heirs, his beneficiaries and successors in interest hereby agrees to hold harmless the City of South Bend, its elected officials, council, employees, and successors in interest from any and all injuries known or unknown, seen or unforeseen, including but not limited to personal injury, property damage, loss of wages, loss of life, loss of enjoyment and any and all other damages that may be claimed.
3. The Business Associate, for himself, his heirs, his beneficiaries and successors in interest hereby releases and forever holds harmless the City of South Bend, its elected officials, council, employees, and successors in interest from any and all injuries known or unknown, seen or unforeseen that may occur to all persons named above except the Employee during use of the City vehicle.
4. The Business Associate, for himself, all those listed above, his heirs, his beneficiaries and successors in interest hereby agrees to hold harmless the City of South Bend, its elected officials, council, employees, and successors in interest from any and all injuries known or unknown, seen or unforeseen, including but not limited to personal injury, property damage, loss of wages, loss of life, loss of enjoyment and any and all other damages that may be claimed.

5. The Friend, for himself, his heirs, his beneficiaries and successors in interest hereby releases and forever holds harmless the City of South Bend, its elected officials, council, employees, and successors in interest from any and all injuries known or unknown, seen or unforeseen that may occur to all persons named above except the Employee during use of the City vehicle.
  
6. The Friend, for himself, all those listed above, his heirs, his beneficiaries and successors in interest hereby agrees to hold harmless the City of South Bend, its elected officials, council, employees, and successors in interest from any and all injuries known or unknown, seen or unforeseen, including but not limited to personal injury, property damage, loss of wages, loss of life, loss of enjoyment and any and all other damages that may be claimed.
  
7. The Employee determines the consideration given herein, the use of the City owned automobile, is adequate consideration for said waiver and release.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian / Parent if Under 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian / Parent if Under 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian / Parent if Under 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Associate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Friend