Assumption of Risk

I, ___________________________________________________________, have opted to participate in the WSU Van Pool Program. This program is operated by WSU for employees who work on the Pullman campus. Its purpose is to conserve energy, to reduce congestion and pollution, and to provide low-cost transportation. I acknowledge that this program is voluntary. It is not required or recommended as a condition of my employment or required or recommended by WSU.

While participating in the program you will be driving or riding in a passenger van owned by the state. The National Highway Traffic Safety Administration (NHTSA) has issued several consumer advisory bulletins on the safety of passenger vans. These advisories are available through the following NHTSA home page: http://www.nhtsa.dot.gov/. Use “consumer advisory” in their search engine to locate the advisories. It is recommended that you review these advisories prior to signing this assumption of risk and release of liability. These advisories address several safety concerns including the risk of rollover, affects of improperly inflated tires, van stability and seat belt use.

In consideration for the opportunity to participate and use the state passenger van(s), I voluntarily agree to assume all risks involved in my participation and travel in the program. I understand that if I voluntarily participate, I expose myself to risk of personal injury, permanent or partial disability, and/or death, and property damage or loss including, but not limited to, vehicle accidents and rollover.

I also recognize that there are both foreseeable and unforeseeable risks of injury or death that may occur that WSU cannot specifically anticipate and list here.

Release of Liability

I release the state of Washington, the Regents of WSU, WSU, any subdivision or unit of WSU, its officers, employees, and agents, from any and all liability, claims, costs, expenses, injuries and/or losses, that I may sustain as a result of my participation in the WSU Van Pool Program. My participation includes any activity connected with the program and while driving or riding in a state vehicle. I agree that this release is binding on my heirs, assigns and successors in interest.

I have carefully read this document, understand its contents, and am fully informed about this program and circumstances, and I understand that use of these vans has inherent dangers. I am aware that this document is a contract with WSU. I sign it freely and voluntarily.

Participant’s signature: ____________________________________________ Date: ________________
Participant’s printed name: __________________________________________

Witness’ signature: __________________________________________ Date: ________________
Witness’ printed name: __________________________________________