PERSONAL VEHICLE USE AGREEMENT
Athletics, Club Sports or any UNE Department

The University of New England ("UNE" or "University") seeks to ensure the health and safety of all UNE students, faculty, staff and employees engaged in University sponsored events and activities. However, no one can guarantee another’s absolute safety. Attendance at activities and events sponsored by the Athletics, Club Sports or any UNE Department is strictly voluntary.

UNE does NOT require any student, faculty, staff or other UNE employee to use a personal vehicle to travel to/from an event or activity sponsored by the Athletics, Club Sports or any UNE Department and UNE expressly prohibits the use of a personal vehicle to transport another student, faculty, staff or other UNE employee unless UNE approves the vehicle owner as a designated driver and the following terms and conditions are agreed to by the vehicle owner driver and each passenger.

VEHICLE OWNER-DRIVER

In consideration for approval of the undersigned vehicle owner as a designated driver ("Driver") and permission to use Driver’s personal vehicle to transport one or more students, faculty, staff or other UNE employee to/from an event or activity sponsored by the Athletics, Club Sports or any UNE Department and to be reimbursed for mileage at the rate set forth in UNE’s travel policy, Driver agrees, represents and covenants as follows:

1. To drive directly from/to UNE to/from the University sponsored event or activity with no unauthorized stops;
2. To use extreme caution when driving in inclement weather (snow, rain, sleet, hail, fog, etc.);
3. To obey all traffic laws, rules and regulations. This includes, without limitation, to STOP at all STOP signs and railroad crossings; to YIELD at all YIELD signs; to use directional signals when turning or changing lanes; to wear seat belts at all times; to obey all speed limitations;
4. To consume NO alcohol or controlled substances before or while driving;
5. To prohibit the use of alcohol or controlled substances by any passenger traveling in Driver’s vehicle;
6. To consume NO prescription or over-the-counter-medication before or while driving that may cause the undersigned to be drowsy or that may otherwise affect undersigned’s ability to be alert and in control of the vehicle;
7. To be solely responsible for all traffic violations and fines, including parking tickets;
8. To maintain, at Driver’s sole expense, comprehensive vehicle insurance from a reputable and financially responsible insurance company which shall provide coverage for personal injury and property damage in amounts required by law and to provide to UNE a current insurance ID card;
9. Driver represents and covenants that he/she is the owner of the vehicle or that the owner of the vehicle has given Driver permission to use the vehicle for the purposes stated herein and the owner has agreed to sign below and to be bound by this agreement and release.

10. Driver expressly agrees and does hereby release and forever discharge UNE, its trustees, officers, directors, employees, instructors, staff and any students acting as employees (“Releasees”) from any and all liability, claim, loss, cost or expense, and waives all rights and claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to Driver’s person or property, WHETHER ARISING FROM THE NEGLIGENCE OR NOT OF UNE AND ALL THE RELEASEES and promises not to sue on any such claims against Releasees, arising directly or indirectly from or attributable in any legal way to the use of Driver’s personal vehicle or Driver’s use of another’s personal vehicle to transport one or more students, faculty, staff or other employee of UNE and/or to travel to/from an event or activity sponsored by the UNE Athletics, Club Sports or any UNE Department, except to the extent of Driver’s and/or vehicle owner’s insurance.

Should Driver or Driver’s successors assert any claim in contravention of this agreement, Driver and/or Driver’s successors shall be liable for the expenses (including legal fees and costs) incurred by any of the Releasees in defending the claim(s) and the undersigned hereby expressly agrees to fully indemnify and hold UNE and all Releasees harmless from all such expenses, damages, and costs expressly including attorneys’ fees.

In the event Driver is a member of the UNE Faculty, Staff, or other employee who is required by UNE to attend an activity or event sponsored by the Athletics, Club Sports or any UNE Department as a function of his/her employment, then the undersigned Faculty, Staff, or other employee is NOT waiving any claim under the Workers’ Compensation Act of 1992 (39-A M.R.S.A. §101, et seq.) or any amendments thereto or any successor statute.

**PASSENGER**

In consideration for transportation to/from an event or activity sponsored by the UNE Athletics, Club Sports or any UNE Department by another student, faculty, staff or other employee of UNE, the undersigned passenger (“Passenger”) understands, agrees, represents and covenants as follows:

1. Passenger understands and agrees that attendance at activities and events sponsored by the UNE Athletics, Club Sports or any UNE Department is strictly voluntary;
2. Passenger understands and agrees that transportation to/from an event or activity sponsored by the UNE Athletics, Club Sports or any UNE Department is NOT provided by a University-owned vehicle;
3. Passenger understands and agrees that transportation to/from an event or activity sponsored by the UNE Athletics, Club Sports or any UNE Department is to be
provided by a vehicle personally owned by another student, faculty, staff or other employee of UNE or by a person who has given permission to use the vehicle for transportation;

4. Passenger understands that the use of alcohol or any controlled substance is strictly prohibited and agrees to consume NO alcohol or controlled substances before, during the activity or event, or while a passenger in the vehicle;

5. Passenger understands that the undersigned vehicle owner has certified that he/she carries personal injury and property damage insurance as is required by law and Passenger agrees to accept such insurance coverage as the Passenger’s sole and exclusive remedy in the event of personal injury or property damage of Passenger.

6. Passenger expressly agrees and does hereby release and forever discharge UNE, its trustees, officers, directors, employees, instructors, staff and any students acting as employees (“Releasees”) from any and all liability, claim, loss, cost or expense, and waives all rights and claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to Passenger’s person or property, WHETHER ARISING FROM THE NEGLIGENCE OR NOT OF UNE AND ALL THE RELEASEES and promises not to sue on any such claims against Releasees, arising directly or indirectly from or attributable in any legal way to the transportation provided to Passenger to/from an event or activity sponsored by the UNE Athletics, Club Sports or any UNE Department by a personal vehicle driven by Driver., except to the extent of Driver’s and/or vehicle owner’s insurance.

Should Passenger or Passenger’s successors assert any claim in contravention of this agreement, Passenger or Passenger’s successors shall be liable for the expenses (including legal fees and costs) incurred by any of the Releasees in defending the claim(s) and the undersigned hereby expressly agrees to fully indemnify and hold UNE and all Releasees harmless from all such expenses, damages, and costs expressly including attorneys’ fees.

PARENT OR GUARDIAN INDEMNIFY UNIVERSITY: In the event the Driver or Passenger is a minor, the minor’s parent, guardian, or individual acting in place of the parent (locos parentis), by signing below, agrees to indemnify and defend the University of New England, and all of its trustees, officers, directors, employees, instructors, staff and any students acting as employees (“indemnities”) in the event the minor contravenes this agreement and/or brings suit against the University of New England or any one or more of the indemnities in violation of this agreement.

The undersigned Driver has read and fully understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

PRINTED DRIVER NAME: ____________________________
SIGNATURE: ____________________________
Date: ________________
VEHICLE: ____________________________  
Make       Model       Year

License Plate: ____________________________  
State       Number

Insurance Company: ___________________  Policy #: ___________________

Personal Injury/Property Damage Coverage: ____________________________

VEHICLE OWNER: I certify that I am the owner of the above described vehicle; that I have given permission to Driver to use the vehicle for the purposes stated in this Agreement; and that I have read and understand the agreement and agree to be bound by its terms and conditions.

PRINTED VEHICLE OWNER NAME: ____________________________  SIGNATURE: ____________________________ Date: ________________

The undersigned Passenger has read and fully understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

PRINTED PASSENGER NAME: ____________________________  
SIGNATURE: ____________________________ Date: ________________

Consent and Release on Behalf of Minor

FOR MINORS: I verify that I am the parent, legal guardian or person acting in place of the parent (loco parentis) of the above named minor and have the authority to enter into this Assumption of Risk, Waiver, Release from Liability and Indemnification Agreement on behalf of the above named minor. I have read and understand the agreement and agree to be bound by its terms and conditions. I understand that as a parent/guardian, I agree to indemnify the University of New England and all of the Indemnities as set forth in this Assumption of Risk, Waiver, Release from Liability and Indemnification Agreement.

Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor.

PRINTED NAME: ____________________________  
SIGNATURE: ____________________________ Date: ________________