



LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM

ACKNOWLEDGMENT OF RISK, ACCEPTANCE OF RESPONSIBILITY AND INDEMNITY AGREEMENT

Name of Child _____ Date of Birth _____

Name of Parent or Guardian _____

Address _____

Phone _____ Emergency Phone _____

Email _____

In consideration of the agreement of LDF Transit and the Lac du Flambeau Youth Center (hereinafter “LDF Youth Center”), entities of the Lac du Flambeau Band of Lake Superior Chippewa (hereinafter “Tribe”), Lac du Flambeau, Wisconsin, to sponsor, organize and provide the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM for the purpose of making the LDF Youth Center more accessible to children who would otherwise have difficulty finding transportation, I, the above-named parent or guardian of the above-named child, hereby acknowledge, agree, promise, and covenant with LDF Transit, the LDF Youth Center, the Tribe, and all officers, employees, members, representatives and assigns of each said entity, and all persons in any way associated with, working for, volunteering for, participating in, or sponsoring, the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM, on behalf of myself, my heirs, assigns, personal representative and estate, acknowledge and agree as follows:

1. ACKNOWLEDGMENT OF RISK

I understand and acknowledge that LDF Transit is a public transportation service that can be utilized by all community members, and that LDF Transit, the LDF Youth Center and the Tribe are not responsible for the actions of LDF Transit passengers or the operators of other vehicles. I am aware of and fully realize the risks and dangers that are inherent in riding in vehicles of all types and varieties, whether cars, vans, buses, or otherwise, including, but not limited to, those dangers or conditions which are in any way related to riding in motorized vehicles, such as speed; weather conditions as they exist or many change (such as dust, rain, ice, snow, route conditions); natural and man-made objects and things, and collisions with such objects and things; impacts with barriers, trees, animals, signs, posts, fences or enclosures, hydrants, man-made structures and their components; variations in steepness, terrain or surface conditions of roadways, whether natural or as a result of design or maintenance operations; collisions with other vehicles, and the failure of others to drive or ride with reasonable care. I realize that those risks and dangers exist regardless of any safety measures which might be employed by LDF Transit or the LDF Youth Center. I acknowledge and understand any and all risks, known and unanticipated, which could or will arise out of my or my child’s participation in the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM.

2. ACCEPTANCE OF RESPONSIBILITY AND RISK

A. I understand that I am responsible for ensuring that the child named above knows (1) the operation times of LDF Transit; (2) the child’s intended destination (the LDF Youth Center); (3) the address to which the child is expected to return upon leaving the LDF Youth Center; (4) the time the child is expected to return; and (5) the process for entering the home upon return (for example, whether someone will be home to admit the child or the child will be given a key). I understand that I am responsible for making arrangements for the child to be able to safely enter the premises. I am aware that LDF Transit, the LDF Youth Center and the Tribe are not responsible for finding alternate arrangements if it appears that the child cannot enter the premises and, further, that if this should occur the child will be remanded to the custody of the Lac du Flambeau Tribal Police Department. I understand and agree that LDF Transit, the LDF Youth Center and the Tribe are not responsible if the child named above leaves the LDF Youth Center or fails to timely access LDF Transit for the purpose of returning home. I agree to ensure that the child named above understands the behavior that is expected of him or her when riding LDF Transit.

B. Being aware that riding as a passenger in a motorized vehicle gives rise to risks of injury, including those described above, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to me or to my property, or to my child or my child’s property, arising, directly or indirectly, from my or my child’s participation in the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM. I further expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or property damage sustained by other passengers and/or other third-parties and/or their property, as a direct or indirect result of my or my child’s participation in the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM.

3. INDEMNITY AGREEMENT

In consideration of the agreement of LDF Transit, the LDF Youth Center and the Tribe to sponsor, organize and provide the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM, I hereby agree to indemnify and hold harmless LDF Transit, the LDF Youth Center, the Tribe and all officers, employees, members, representatives and assigns of each said entity, and all persons in any way associated with, working for, volunteering for, or participating in, the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM, on behalf of myself, my heirs, assigns, personal representative and estate, from any and all liability and damages which may arise from accident or incident which may occur, directly or indirectly, as a result of my or my child’s participation in the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM and any activity associated therewith. I further agree to indemnify and hold harmless LDF Transit, the LDF Youth Center, the Tribe and all directors, officers, employees, members, representatives and assigns of each said entity, and all persons in any way associated with, working for, volunteering for, or participating in, the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM, on behalf of myself, my heirs, assigns, personal representative and estate, from any and all liability, loss or damage that I or LDF Transit, the LDF Youth Center, the Tribe, or any director, officer, employee, member, representative or assign of either said entity may suffer as a result of claims, demands, costs, including attorney’s fees or judgments, or other action against them by reason of personal injury or death to any person or persons, or any property damage, resulting, directly or indirectly, from my or my child’s participation in the LDF TRANSIT AND YOUTH CENTER FREE RIDE PROGRAM.

Signature of Parent or Guardian

Date

Signature of Parent or Guardian

Date