

**ROCHESTER GENEALOGICAL SOCIETY, INC.
PARTICIPANT AGREEMENT, RELEASE, ASSUMPTION OF RISK,
AND
HOLD HARMLESS AGREEMENT - CARPOOLING**

Participants in the Rochester Genealogical Society (RGS) research trip to the Buffalo Central Library on 26 October 2024 are advised that any decision to carpool to the event with others in the group is voluntary and entirely at the discretion of participants and must be coordinated privately and independently of RGS representatives.

No background checks of drivers or participants, driver record checks or insurance checks are undertaken by RGS, and RGS does not make any assurances or certifications regarding the condition, suitability or safety of the vehicles being used by participants who choose to carpool, the reliability or driving ability of drivers, or whether the drivers are insured. It is recommended that participants exercise caution when selecting a potential carpool partner.

By deciding to voluntarily give a ride or share a ride and carpool, you are agreeing that you are entirely responsible for your own safety while driving to and from the event. **Carpooling, ride sharing and similar activities are a private arrangement among participants.**

Participant Drivers/Riders. Responsibility for Insurance

1. It is the responsibility of drivers participating in a carpool/ride situation to have adequate insurance coverage to protect both themselves and their passengers.
2. It is the responsibility of individuals accepting a ride in a carpool to ensure that the driver of the vehicle has an acceptable driving record, is licensed accordingly and has adequate insurance to protect both driver and passengers.

Participant Drivers/Riders. Responsibility for Vehicle Maintenance

1. It is the responsibility of drivers to ensure that their vehicle is in good working condition. This includes, but is not limited to, electronic stability system, brakes, engine, fluids, tires, and all items pertaining to the safety of their vehicle.
2. It is the responsibility of trip participants to decline a ride from a driver that has an unsafe vehicle. It is the responsibility of trip participants to ask a driver about the insurance, vehicle maintenance and driving habits of the driver before accepting a ride.
- 3. RGS is in no way responsible for verifying or certifying the reliability, driving ability or insurance status of drivers in RGS events.**

Waiver of Claims & Release from Liability

- 1, RGS takes no responsibility for any personal injuries, deaths, property damages, financial losses or other damages or losses that may result from carpooling to this RGS event. By participating in this event, you hereby agree to waive any and all claims that you have or may have in the future against RGS, its officers and Board members, and to release them from any and all liability for loss, damage, expense or injury including death that you, your next of kin or a third party may suffer as a result of your participation in this event or transportation to and from this event.
- 2. By signing this document, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit against RGS, its officers and directors, including claims that they have committed negligent acts or omissions.**

I have had a sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. Please place an X in the check box below and sign the document that acknowledges you have read and agree to the bound terms above. Please return to Bill Troicke at btroicke@nyrgs.org .

"I AGREE" - Signature: _____