

PASSENGER AUTHORIZATION

WHEREAS, _____ (the "Independent Contractor") performs freight transportation services as an operator of a commercial motor vehicle under an Independent Contractor Agreement and Lease with King Cole Express, Inc. (the "Carrier"), and desires to have a single passenger in one of its vehicles.

WHEREAS, _____, is not in the business of performing transportation services, but rather is a passenger and/or guest in or about a commercial motor vehicle used by the Independent Contractor in the course of performing transportation services for the Carrier.

WHEREAS, _____, shall be a passenger and/or guest in or about the Independent Contractor's vehicle (Tractor No. _____)
from _____ to _____

WHEREAS, the Independent Contractor will not permit any passenger to drive a tractor/trailer or perform any work on behalf of the Independent Contractor.

WHEREAS, pursuant to the Federal Motor Carrier Safety Act §392.60, no driver of a commercial motor vehicle operating under the authority of a Carrier may transport any person or permit any person from being transported on any commercial motor vehicle without written authorization from the motor carrier.

WHEREAS, the Independent Contractor and above-named passenger have provided identification such as a birth certificate, drivers' license, passport or other state-issued photo ID card, and no passenger, under the age of eighteen (18) may execute this document or be a passenger of the Contractor.

The Carrier hereby authorizes the above-named individual as a passenger and/or guest in the Independent Contractor's commercial motor vehicle for the dates listed above.

AGREED:

Independent Contractor

Print Name

Signature

Date

WAIVER & RELEASE

I, _____ understand and agree that there are risks of significant injury, whether caused by myself or someone else, in my presence in or about a commercial motor vehicle, equipment, and premises visited in such a vehicle used in the course of performance of the Contractor's services for the Carrier. I understand and agree that these risks of injury include, but are not limited to slips, trips, falls, collisions, thefts, equipment failure, or other such accidents or incidents that may result injury, harm or damage, including but not limited to economic, property, emotional, mental, physical or any other type of damage. I fully understand, voluntarily accept, and specifically assume these risks of injury.

I agree that if I am present in or about a commercial motor vehicle, equipment, and premises while the Independent Contractor is in the course of performance of services for the Carrier, that I do so at my own risk and assume all risk of injury, illness, damage, or loss to myself or my property that might result, including, without limitation, any loss or theft of any personal property.

I agree to release and discharge from all liability, and waive all claims, demands, and actions against the Carrier and its owners, operators, subsidiaries, affiliates, employees, agents, independent contractors, vendors, and volunteers for any and all injuries, harms, or damages sustained by my presence in or about a commercial motor vehicle used by the Independent Contractor, equipment, or premises visited in such a vehicle in the course of performance of the Contractor's services for the Carrier, resulting or arising from the negligent acts or omissions of the Carrier, or the negligent acts or omissions of myself, the Independent Contractor, other independent contractors, or any third party.

I agree to defend, indemnify and hold the Carrier and the above-listed associates of the Carrier forever harmless against any and all claims brought by anyone against the Carrier and its associates related to such injuries, harms, or damages, including, but not limited to, any brought by me. In any such action or court proceeding the Carrier shall be entitled to reasonable attorney's fees and all costs and expenses incurred in connection with such action or proceeding.

I agree to abide by all of the rules and regulations of the Contractor, which may be issued in writing or orally at the discretion of the Contractor, and I understand and agree that my failure to do so will subject me to increased risks of significant injury.

By signing this Waiver and Release, I certify that I have carefully read it and fully understand that it is a release of liability, and voluntarily accept and agree to its terms.

Rider Signature

Date

Print Name