

BLOUNT COUNTY COMMUNITY ACTION AGENCY

SMiles Transportation

Informed Consent, Authorization for Emergency Treatment and Transportation Agreement

I, the undersigned, in consideration of my voluntary membership as a Rider in the SMiles Senior Transportation Program (hereafter referred to as "Program"), do hereby assume full responsibility for all risk of injury or loss which may result from my participation in the Program. I acknowledge that I have received, read, and understand all of the information provided by the Program.

I agree to hold harmless, release and forever discharge the Blount County Community Action Agency, its officers, agents, employees, volunteers and funders from any and all claims and demands whatsoever which I or any third party may have against them by reason of any accident, illness, injury, or death, or damage to, loss of, or destruction of property arising or resulting directly or indirectly from my participation in the Program.

I understand, agree and acknowledge that travel by automobile is an inherently dangerous activity that may result in personal injury or possibly death and I understand and appreciate the nature of such hazards and risks. Additionally, to the best of my knowledge unless previously disclosed in writing to the Program, I have no medical, physical, mental, or emotional health conditions that would hinder my participation in the Program. In case of an emergency, I authorize the staff of the Program to obtain whatever medical treatment deemed necessary for my welfare. I further understand and agree that I will be financially responsible for all charges and fees incurred in the rendering of said emergency treatment, regardless of whether my medical insurance would cover such charges and fees.

I agree that this Consent and Release shall be construed in accordance with the laws of Tennessee and that the venue for any legal proceeding arising out of this agreement shall be in Tennessee. If any term or provision of this Consent and Release shall be held illegal, unenforceable, or in conflict with any law governing

this agreement, the validity of the remaining portions shall not be affected thereby.

I understand that the Program is under no obligation to provide services to me and that my membership may be terminated at any time with or without cause. I also understand that the Program has a grievance policy in place to properly address any concerns and/or unresolved complaints that I may have related to my experiences.

I have carefully read this agreement and understand it to be a release of all claims and causes of action for my injury or death or damage to my property that occurs while I participate in the Program. This release covers all activities and travel offered through the Program. I expressly assume all risk related to such activities and travel.

Member Signature

Date

Witness Signature