



ASSOCIATION VEHICLE DRIVER'S AGREEMENT

Prior to any Volunteer/Chaperone being authorized to operate Association vehicles the Volunteer/Chaperone must review and sign this Association Vehicle Driver's Agreement (the "Agreement") setting forth in the volunteer's/Chaperones policy to the terms and conditions of that authorization. The Volunteer/Chaperone understands and agrees that the Association may revoke this authorization at any time, for any reason, or no reason at all, and that this revocation shall not be considered a breach of the terms of the Volunteer/chaperones policy by the Association. A copy of this signed Agreement will be kept in the Volunteer's file.

"Agreement" means this Association Vehicle Driver's Agreement.

"Association" means the Alberta Luge Association.

"Association vehicle" means any vehicle owned, leased or rented by the Association.

"Driver" means the Volunteer/Chaperone who has signed this Agreement and agreed to be bound by its terms.

By signing this Agreement, the Driver and the Association have set forth the terms and conditions under which the Driver has been authorized by the Association to use an Association vehicle.

The Driver hereby acknowledges and represents that while this Agreement remains in force:

- a. The Driver holds a valid driver's license with the classification required for the type of Association vehicle to be operated, and confirms that license is not expired or suspended;
- b. The Driver will adhere to the Association's *Use of Association Vehicle and Distracted Driving Policy*, as may be amended from time to time, and confirms his/her understanding that any violation of that policy could result in disciplinary action, up to and including termination for just cause;
- c. The Driver will notify the Executive Director within 24 hours if the Driver has received a notice, summons or any violation relating to the Driver's use, possession or operation of the Association vehicle, including, but not limited to:
 - i. speeding tickets;
 - ii. license suspensions;
 - iii. and alcohol or cannabis related motor vehicle offences,

whether such notice, summons or violation is alleged to have occurred while the Driver was on-duty for the Association or off-duty;

- d. The Driver will immediately report all collisions involving an Association vehicle to the Executive Director;



- e. The Driver will be required to provide an up-to-date Driver's abstract (or other driving history record) for review a minimum of one time per year, or more frequently if requested by the Association, and shall cooperate and provide any consent to obtain information or such records as may be reasonably required for the Association to perform such review;
- f. The Driver will not allow any unauthorized driver, including family members, or any person under the age of 25 years, to operate the Association vehicle at any time
- g. The Driver will ensure that the Association vehicle used by the Driver, from time to time, is properly maintained at all times. The Driver further acknowledges and agrees that any abuse or neglect of the mechanical or physical condition of the Association vehicle is not acceptable;
- h. The Driver's failure to renew his/her driver's license prior to expiration or failure to report a notice, summons or any violation in respect of the use, possession or operation of an Association vehicle may result in disciplinary action, up to and including termination of Volunteer/Chaperoning duties for just cause;
- i. The Driver indemnifies and saves harmless the Association, and its respective directors, officers, insurers, employees and agents, from any and all claims in contract, tort or otherwise, for all losses, damages, demands, fines, charges and expenses, including without limitation, all legal expenses, insurance deductibles and all claims for consequential, indirect and special loss or damage, including any loss or damage to personal property located inside the Association vehicle, or otherwise, whether suffered or incurred by the Association or any third party and arising from the Driver's personal use of an Association vehicle, or the Driver's breach of this Agreement;
- j. The Driver hereby waives any and all rights to claim against the Association, and each of its respective directors, officers, insurers, employees and agents, for any loss, damages, demands, fines, charges and expenses including loss of personal property located inside the Association vehicle, or otherwise, arising out of or in relation to the Driver's personal use of an Association vehicle or the breach of this agreement by the Driver.
- k. Any violation of the proper use and operation of any Association vehicle by the Driver or as a result of any action or inaction by the Driver is subject to disciplinary action up to and including termination for just cause.

Volunteer/Chaperone Acknowledgement and Agreement:

The Volunteer/Chaperone recognized as the "Driver" in this Agreement, confirms having read and understood this Association Vehicle Driver's Agreement and the Association's *Use of Association Vehicle and Distracted Driving Policy*;

The Volunteer/Chaperone (Driver), by his/her signature below, agrees to be bound by the terms and conditions set forth herein and the Association's *Use of Association Vehicle and Distracted Driving Policy* as may be amended by the Association from time to time.

The Volunteer/Chaperone (Driver) further acknowledges and agrees that the Association may withdraw its authorization to use an Association vehicle at any time, for any reason, or for no reason at all, and such withdrawal is expressly permitted by this Agreement and shall not constitute a breach of the terms and conditions of the Volunteer/Chaperones (Driver's) duties with the Association.



It is understood by the Volunteer/Chaperone (Driver) herein, that should the (Driver) fail to abide by the terms and conditions in this Agreement and the Association's *Use of Association Vehicle and Distracted Driving Policy*, such breach shall be just cause for disciplinary action up to and including termination of the Volunteer/Chaperone (Driver's) duties with the Association for just cause.

The Volunteer/Chaperone (Driver) further understands and agrees that no representative of the Association has authority to authorize any exception to the terms and conditions of this Agreement.

The Volunteer/Chaperone (Driver) confirms having been provided with a copy of this Agreement for the their (Driver's) own records.

Association Acknowledgement and Agreement:

The Association has relied on the acknowledgements, agreements and representations of the Volunteer/Chaperone (Driver) as set forth in this Agreement in authorizing them (Driver) to use a Association vehicle. The Association, by the signature of its duly authorized representative, has therefore executed this Agreement based on those acknowledgements, agreements and representations made by the Volunteer/Chaperone(Driver).

All of which is dated effective this _____ day of _____, 20_____.

Witness Name (Printed)

Volunteer/Chaperone Name (Printed)

Witness Signature

Volunteer/Chaperone Signature

ALBERTA LUGE ASSOCIATION

Per: Jason Hegerfeldt
Title: Executive Director