

**RIVER RUNNERS' TRANSPORT, INC. HIRING AGREEMENT AND ASSUMPTION OF RISK**

**One Signed Agreement per Vehicle**

\_\_\_\_\_ ("Employer") hereby agrees to pay River Runners' Transport, Inc. ("Contractor") \$\_\_\_\_\_ to drive the vehicle listed below from (locations) \_\_\_\_\_ to \_\_\_\_\_ between (dates) \_\_\_\_\_ and \_\_\_\_\_. Such payment shall be made at the time the vehicle is picked up, unless other arrangements are made in advance. Employer grants Contractor permission to drive or otherwise transport the described vehicle.

**EMPLOYER'S ASSUMPTION OF RISK**

Knowing that the vehicle may be unattended before pick up or after delivery by Contractor, and knowing that there are risks involved in completing the job as instructed, which risks include, but are not limited to, theft, vandalism, auto accidents, cracked, chipped and/or broke windows, damage from fire or elements, and the possibility of hitting animals on roads, **EMPLOYER HEREBY ASSUMES ALL RISKS** of damage, loss or injury to any and all persons or property, including, but not limited to, the vehicle and their contents, resulting from Contractor's performance under this Agreement which are caused by negligence or inherent risks with this type of activity.

**EMPLOYER'S COVENANTS AND RESPONSIBILITIES**

Employer covenants that the vehicles will be in safe driving condition at the time of pick up, and agrees to be responsible for all damage, loss, injury and liability resulting from a breach of this covenant. **EMPLOYER ALSO COVENANTS THAT THE VEHICLE WILL HAVE SUFFICIENT FUEL TO REACH THE DESTINATION**, or else to make arrangements for fueling the vehicle before it is picked up. If upon arrival for pick up, the Contractor determines, as it may in its sole and absolute discretion, that the vehicle is not in safe driving condition, the Contractor may elect not to transport the unsafe vehicle and will reimburse the Employer for one-half of the previously paid shuttle fee, and be free of all further liability, duty or obligation.

**INSURANCE AND INDEMNIFICATION**

Recognizing there is an element of risk involved in completing work described herein as "Job Notes," Employer agrees to hold harmless, Contractor, its employees and/or agents and all persons or entities referring Contractor, including, but not limited to the Dinosaur National Monument, Bureau of Land Management, or any other referring agency for loss, damage, injury or liability which may result in Contractor's performance under this agreement, in good faith. All disputes will be heard by a court located in Uintah County, Utah, applying Utah law. All parties consent to the personal jurisdiction of such a court. Filling out vehicle information and submitting this form to Contractor constitutes acceptance of all terms, even without a signature.

Employer is solely responsible for insurance on the described vehicle, and warrants that insurance will be in force at all times relevant to this agreement. Employer warrants the legality of all tasks which the Contractor is to perform under this agreement.

Description of Vehicle	Plate # and State	Insured By
_____		

JOB NOTES: (USE REVERSE SIDE IF NECESSARY)

\_\_\_\_\_  
\_\_\_\_\_

In the event that the vehicle and/or trailer become inoperable, would you prefer that River Runners' Transport:

- (1) \_\_\_\_\_ leave vehicle and/or trailer parked safely and not repaired.
- (2) \_\_\_\_\_ have vehicle and/or trailer towed to reputable repair shop and have delivered to take out (if time allows). I agree to pay River Runners' Transport an additional \$25/hr plus repair fee (not to exceed \$1000).
- (3) \_\_\_\_\_ have vehicle and/or trailer towed to reputable repair shop to be repaired and I will pick up the vehicle following river trip and agree to reimburse River Runners' Transport an additional \$25/hr for time.

In the event River Runners' Transport is unable to deliver the vehicle to take out, contact: (Responsible person not on river trip)

Name: \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

Will the contact person accept texts: YES. NO. (Circle one)

AGREED AND ACCEPTED BY:

\_\_\_\_\_  
EMPLOYER SIGNATURE & DATE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE, RIVER RUNNER'S TRANSPORT, INC