## **Knight Transportation Pet Policy Rules, Application, and Procedures**



Company Drivers and Owner-Operators "driver" may transport up to one approved pet in the cab of the tractor. Prior to transporting a pet, the driving associate must complete the "Application/Agreement to Transport Approved Pet", and authorization to withhold the required "Pet Deposit" from payroll, and provide proof that the pet has been immunized. The Driving Associate must also sign the Authorized Pet Release of Liability Agreement, indemnifying Knight as a condition of the agreement. All applications including the signed permission to withhold the pet deposit funds from payroll must be signed by the Service Center Manager and then forwarded to the responsible Business Unit Safety Manager who will review the application and approve or disapprove of the application.

## **Drivers must agree to the following terms and conditions:**

Only the specific pet approved by corporate safety may be transported. And only one pet may be taken with the driver.

The driver must keep the signed approved <u>Application/Agreement to Transport Approved Pet</u> in the cab of the truck when transporting the pet.

The driver must have signed the Pet Assumption of Risk and Release of Liability Form.

The driver shall be required to purchase an insurance policy (when the policy becomes available through Knight Transportation) which would indemnify and defend Knight for claims made by any party resulting from or arising out of the Pet Authorization and Agreement at the company's request.

A pet may not be transported at any time if doing so would require additional cost to the company or if it would interfere with dispatch scheduling, operations, or if it would impair customer service. For example, if having the pet with you would require additional idling of the truck, the Application would be denied or the privilege revoked.

The pet may not be brought into company facilities including offices and shops.

The pet may not be brought onto the premises of customers if the customer does not allow pets.

Drivers will be required to provide a \$400 "Pet Deposit". Up to \$200 of the deposit is refundable upon discontinuing the transportation of the pet and upon successfully completing a shop inspection and having a shop manager release the refundable portion of the deposit. The remainder will be used for cleaning and detailing the interior of the truck. However, drivers will be solely responsible for damage to the truck caused by the pet and/or cleaning necessitated by the presence of the pet and all associated costs, including those over and above the deposit if necessary in order to bring the truck up to "sale" standard. When a driver switches truck and wishes to transport the pet in the new truck, the driver will have to post another deposit. Independent Contractors who own their truck (excludes lease purchase trucks) are exempt from the deposit requirements, but must still obtain authorization and meet all other requirements.

Only reasonable sized domesticated pets will be permitted. And the decision to approve a pet is solely made at the Company's discretion.

Driver assumes all liability for the pet and for any harm the pet might cause or that might befall the pet as a result of the company granting permission to the driver to transport the pet. The company assumes no responsibility for the safety of the pet.

## **Application Form**



In Return for Authorization to Transport a Pet in company owned/operated equipment, I agree to the terms of the Company's Pet Policy as outlined above and explained to me and my signature authorizes the company to withhold the entire pet deposit required from payroll. The Signature of the Service Center Manager and Safety Manager confirms that the pet is authorized and the driver has met the terms of this agreement:

Driver Signature:				
Print Name of Individual Requesting Authorization:	Tractor #:			
Service Center Manager Signature: Busines	ss Unit Safety Manager Signature:			
TURN IN/INTERCHANGE OF EQUIPMENT AT THE CONCLUSION OF THE AGREEMENT				
The Equipment has been cleaned and inspected to ensure that there is no damage caused by the authorized pet's presence in the Tractor. All costs to clean and restore the equipment are adequately covered by the Pet Deposit and I authorize the refund of \$ dollars (up to \$200 max refundable return deposit).				
Signed:	(shop manager)			
Signed:	(Service Center Manager)			

## AUTHORIZED PET ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

I hereby acknowledge that I have been granted the privilege, by Knight Transportation Inc. or one of its affiliates ("Knight") of transporting an approved pet in the commercial motor vehicle that I have been assigned to operate (the "Truck"). In consideration of the privilege granted, I agree as follows:

- 1. Acknowledgment and Assumption of Risk: I recognize that there are risks, inherent and otherwise, related to transporting a pet in the Truck and the activities related to caring for that pet (collectively the "Pet Activities"). I understand that the Pet Activities involve risks of injury to me, to other people and, to my pet. I understand these risks are entirely my responsibility and I expressly assume these risks.
- 2. <u>Release Provision</u>: As lawful consideration for being permitted to engage in the Pet Activities I understand and agree that I am assuming full responsibility for any and all death, illness, injury, and property damage and/or loss that I or my pet may suffer or cause, arising from (a) the negligence or carelessness of Knight or its directors, officers, agents, employees or independent contractors (collectively the "Knight Indemnities") or (b) any defective equipment or property owned, maintained or controlled by Knight.

I agree this release constitutes a complete release, discharge and waiver of any and all actions or causes of action, against the Knight Indemnities, arising from any Pet Activities. I agree that I, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute any of the Knight Indemnities, for injury or damage resulting from any Pet Activities or use of Knight facilities.

- 3. <u>Indemnity Clause</u>: I hereby agree to indemnify, defend and hold harmless the Knight Indemnities, from any and all liabilities or claims made by any third parties, including any litigation, expenses, attorney's fees, arising from any Pet Activities. If Knight, incurs attorneys' fees and costs related to enforcing this agreement, I agree to indemnify and hold it harmless from all such fees and costs.
- 4. <u>Deduction from Wages</u>. I authorize Knight to deduct from any compensation due me any costs including deposits, expenses, and claims or damages arising from any Pet Activities. I acknowledge that in exchange for permission to transport an authorized pet on Knight owned or operated equipment I am liable for the full deposit amount of \$400, of which \$200 is non-refundable. Damages, expenses, or claims will first be deducted from the balance of the deposit, but are not limited to the refundable balance.
- 5. Governing Law, Jurisdiction and Severability of Provisions. This Assumption of Risk and Release of Liability Agreement shall be governed by Arizona law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that if any portion of this Assumption of Risk and Release of Liability Agreement is held to be invalid, the remainder of the agreement shall remain in full force and effect.
- 6. <u>Entire Agreement:</u> This document constitutes entire agreement between the parties. If any provision of this agreement is held or declared illegal, invalid or unenforceable, the remaining provisions of this agreement shall not be affected and shall continue in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Signature:		
Print Name:		