

AUTHORIZED PASSENGER ASSUMPTION OF RISK AND
AGREEMENT (Adult)

I hereby acknowledge that I have voluntarily applied to (1) ride as a passenger in a commercial motor vehicle and (2) participate in other activities associated with travelling in a commercial motor vehicle; operated by an employee or independent contractor of Knight Transportation, Inc. or one of its affiliates (hereinafter collectively referred to as Passenger Activities). In consideration of the services or facilities provided by Knight Transportation, Inc., its agents, owners, affiliates, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Knight"), I hereby agree to release and discharge Knight, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Acknowledgment of Risk:** I recognize the fact that there are dangers, inherent and otherwise, which may or may not be expressed in this document, in riding in a commercial motor vehicle and in other Passenger Activities. These dangers include, but are not limited to serious injury or death and I understand that no amount of care, caution, instruction or expertise can eliminate these dangers. I agree to obey all pertinent laws and regulations that apply to me as a passenger in a commercial vehicle. These include properly wearing a seat belt at all times of vehicle operation. Failure to comply with the laws and regulations will terminate this rider policy. ____ (initial here)

2. **Assumption of Risk:** In recognition of the known and unknown risks of the above activities, I confirm that I am physically and mentally capable of participating in any of the Passenger Activities. If I am female, I confirm that I am not pregnant as of the date hereof. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in any of the Passenger Activities, or if I am female and become pregnant, I am obliged to cease participating in the Passenger Activities. **I expressly agree and promise to accept and assume all of the risks existing in any Passenger Activities, including the risks of injury or death.** My participation in any Passenger Activities is purely voluntary, and I elect to participate in spite of the risks.

3. **Release Provision:** As lawful consideration for being permitted by Knight to participate in the Passenger 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 may suffer or cause, in connection with any and all Passenger Activities in which I participates including, but not limited to death, illness, injuries or property damages and/or loss arising from, among other things, (a) negligence or carelessness on the part of Knight, including, but not limited to, negligent supervision, negligent rescue operations, dangerous or defective equipment or property owned, maintained or controlled by Knight, or because of liability without fault, even if caused by the actions or omissions of others, and/or (b) equipment, facilities, and other hazards or conditions. I agree this release constitutes a complete release, discharge and waiver of any and all actions or causes of action, against Knight, arising in connection with any and all Passenger Activities in which I participate in. I agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute Knight, for injury or damage resulting from negligence or other acts, howsoever caused, by Knight, as a result of my participation in the Passenger Activities or use of Knight facilities. I therefore covenant and agree not to initiate a lawsuit against Knight.

4. **Indemnity Clause:** To the extent permitted by law, I hereby agree to indemnify and hold harmless Knight from any and all liabilities or claims made by other individuals or entities as a result of any of my actions or any failure of any equipment I use, or I bring to, Knight while I am engaged in any Passenger Activity, including any litigation, expenses, attorney's fees, loss, liability, damage or cost which may occur as a result of any such claims. Should Knight, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

5. **Continuation of Agreement:** I understand and agree that this release, to the maximum extent allowed by law, will have the effect of releasing, discharging, waiving, on my own behalf and on behalf of my minor children, survivors, assigns, heirs and estate and forever relinquishing any and all actions or causes of action that I may have or have had against Knight whether under statutory or common law existing now or in the future, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation in any Passenger Activities. I fully understand that I cannot hereafter make further claims or seek

any further recovery of any nature whatsoever against Knight, based upon, arising out of, or in connection with my participation in any Passenger Activities, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by Knight.

6. **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. In the event that I file a lawsuit against Knight, I agree to do so solely in the state of Arizona. I agree that if any portion of this Assumption of Risk and Release of Liability Agreement is held to be invalid, the rest shall nonetheless remain in full force and effect.

7. **Entire Agreement:** This document constitutes entire agreement between the parties and it cannot be changed or modified except in writing.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN ANY PASSENGER ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST KNIGHT, AS DEFINED IN THIS AGREEMENT, ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT FROM HEREIN. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE KNIGHT FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH. I HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND KNIGHT, AND I SIGN IT OF MY OWN FREE WILL.

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE ON THE DATE HEREOF.

Signature: _____

Print Name: _____

Address: _____

City, State and Zip: _____

Phone: (____) _____

Date: _____