



Administrative Order 2009 – 03

Waiver/Hold Harmless for Non-Employees Riding in City Vehicles

The City of Bozeman understands that at certain times employees will have non-employees accompany them in City owned vehicles. These trips may be for official city business where the non-employee is required to ride along for city business, where the ride along is for the convenience of the employee and/or non-employee, or where the employee may be on a business trip yet the employee assigned a City vehicle must use the City vehicle for personal use.

This policy supplements Administrative Order 2007-03 (Adoption of City Vehicle Use Policy) and in doing so clarifies that under certain circumstances non-employees may ride in City vehicles but only after the non-employee signs a Waiver/Hold Harmless Agreement (See attached). The provisions of this policy do not conflict in any way with Administrative Order 2007-03 or any provision of the Bozeman Employee Handbook.

Section IV.D.2 of Administrative Order 2007-03 states:

“Municipal vehicles will not be used to transport any individual who is not directly or indirectly related to municipal business. Liability waivers must be completed whenever a non-employee is a passenger in a City vehicle.”

This provision provides, first, that the transport of a non-employee is acceptable as long as the person is “directly or indirectly related to municipal business.” Where a direct relationship to municipal business exists, a non-employee passenger is not required to sign a written waiver/hold harmless agreement. If the non-employee’s presence is indirectly related to municipal business, a waiver is required to be on file with the employee’s department or the non-employee must sign a waiver in the field prior to riding in the vehicle.

The following circumstances, though not exhaustive, are considered to be illustrative of what types of activities are considered to be “directly or indirectly related to municipal business.” Each contains a statement regarding whether a waiver is required:

- An employee drives a City vehicle to a conference in Helena and offers a ride to lunch to a colleague from Missoula. This is considered indirectly related to municipal business and the non-employee may ride in the vehicle if the non-employee signs the required waiver. Likewise, offering or giving a ride to a conference in Billings to an employee of

the City of Livingston is considered indirectly related to municipal business and the non-employee may ride in the vehicle if the non-employee signs the required waiver.

- An employee is assigned a City vehicle pursuant to Administrative Order 2007-03 and in the course of their duties for the City must pick their children up from school or take them to a doctor visit. This is considered indirectly related to municipal business and the children may ride in the vehicle as long as the City employee signs a blanket waiver and places it on file with the employee's department and the Finance Department.
- An employee drives a City vehicle transporting members of the public on a tour of city facilities. If the passengers are in the vehicle at the request of the City the passengers are not required to sign a waiver.
- An employee drives a City vehicle to a meeting on official City business and gives a ride to a non-employee who is required to be at the meeting at the direct request of the City employee. This is directly related to municipal business and the passenger is not required to sign a waiver.
- In a situation where an employee is granted a car allowance or stipend to use their personal vehicle for City business the employee is not required to sign a waiver for any passenger. Liability follows the vehicle and as such the employee's personal insurance must be applicable at all times and if a claim is made even while the employee is on official City business, the employee's personal insurance is primary.

The absence of a waiver does not necessarily indicate the City will accept liability for any injuries that may occur to the passenger as a result of actions of a third party driver or even, in some circumstances such as willful acts or gross negligence, the actions of the City employee.

This policy does not affect in any way the existing police and fire ride-along programs. All other policies regarding employee use of vehicles continue to apply. Interpretations are within the sole authority of the City Manager.

DATED this 29th day of May, 2009.


Chris A. Kukulski, City Manager



**Waiver/Hold Harmless Agreement
Vehicle Use**

I, _____, understand I am riding in a vehicle owned and insured by the City of Bozeman for the exclusive benefit of myself and that I admit I have full knowledge of the risks and dangers inherent in riding in this vehicle. I agree to fully indemnify, hold harmless, and forever release the City of Bozeman and its employees from all injuries, claims, demands, actions, suits, costs (including attorney's fees), and liabilities of any character whatsoever involving or relating to any and all harm, injury, or damage suffered by me or arising out of my presence in a vehicle owned by the City of Bozeman. I agree I will wear my seatbelt at all times. This waiver, hold harmless and release applies to my heirs, personal representatives, successors and assigns and shall apply to every circumstance I ride in a vehicle owned by the City of Bozeman.

Date: _____

Signature: _____

If the above person is under the age of eighteen years, a parent and/or guardian must, in addition to the above, also read, understand, agree to and sign the following statement:

I, _____, recognize _____ is under the age of eighteen (18) years and that I am the parent and/or legal guardian of said juvenile. I acknowledge the above named juvenile has my permission to ride in a vehicle owned and insured by the City of Bozeman and is doing so exclusively for their own benefit or for mine and I admit I have full knowledge of the risks and dangers inherent in riding in this vehicle. I agree to fully indemnify, hold harmless, and forever release the City of Bozeman and its employees from all injuries, claims, demands, actions, suits, costs (including attorney's fees), and liabilities of any character whatsoever involving or relating to any and all harm, injury, or damage suffered by the above named juvenile or me or arising out of the juvenile's presence in a vehicle owned by the City of Bozeman. I agree I will ensure the juvenile wears their seatbelt at all times. This waiver, hold harmless and release applies to my heirs, personal representatives, successors and assigns and applies to every circumstance where the juvenile rides in a vehicle owned by the City of Bozeman.

Date: _____

Signature: _____

Relationship: _____