



PARENT/GUARDIAN CONSENT FORM

Please write clearly and fill in all fields to avoid processing delays.

Upon completing this form, deliver to your WeCar® Representative.

General Information

Parent/Guardian's name (exactly as it appears on driver's license): _____

Student Name: _____ Student's University/College: _____

Parent or Guardian Address (no PO box): _____

City: _____ State: _____ Zip: _____

Day phone: _____ Evening phone: _____ Mobile Phone: _____

Email: _____

I understand that (please initial each item):

_____ WeCar® charges fees for returning a WeCar® after the reserved time, cab fares for inconveniencing another member, other fees for lost or damaged vehicles or equipment, and other charges, fees and penalties as set forth in the Terms of Use and Handbook. I have reviewed these documents and agree to such fees as applicable.

_____ WeCar® vehicles cannot be used by non-Members or unauthorized drivers or without a reservation. Doing so may result in financial penalties, termination of membership, legal action and inconvenience to other Members.

_____ I will be required to pay any of the amounts incurred by Student that the Student does not pay.

Terms and Conditions

This Parent/Guardian Consent Form ("Consent Form") will be used to determine Student's acceptance into the WeCar® Car Share Program. I also understand that this information will be retained by WeCar® whether or not the Student is approved for membership. In consideration of Student's acceptance into the WeCar® Program, I agree to be bound by this Consent Form as well as the Terms of Use of the WeCar® Car Share Program and understand that failure to accurately and completely disclose information will cause automatic rejection of the Student's membership. I represent and warrant that the Student is between the ages of 18 and 20 and currently holds a valid driver's license. I recognize that this Consent Form, together with the Terms of Use and the Handbook and the program fee schedule, if any, will become a binding contract and the Student's eligibility for the WeCar® Car Sharing Program may be subject to a check of his/her official driving record and the verification of the Vehicle Insurance information provided below. I understand that the program Handbook and the Terms of Use contain additional terms and limitations, and I have reviewed and hereby agree to be bound by those documents. I recognize that WeCar® may amend the program Handbook, Terms of Use, WeCar® Program, rates and fee schedule at any time with or without prior notice and that those documents as revised will be binding.

Vehicle Insurance

I REPRESENT AND WARRANT THAT I HAVE AUTOMOBILE LIABILITY INSURANCE COVERAGE IN THE AMOUNT OF AT LEAST (i) THREE HUNDRED THOUSAND DOLLARS (\$300,000), COMBINED SINGLE LIMIT, OR (ii) \$100,000.00 PER PERSON, \$300,000 PER ACCIDENT AND \$50,000 FOR PROPERTY DAMAGE, AND EITHER (i) or (ii), WHICHEVER IS APPLICABLE, OF WHICH I HAVE CONFIRMED COVERS THE STUDENT'S OPERATION AND USE OF THE VEHICLE(S) TO BE PROVIDED TO THE STUDENT BY WE CAR®. THE STUDENT AND/OR I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY CLAIMS OR DAMAGES THAT ARE NOT SO COVERED.

WeCar® needs the following information from you:

Your Insurance Company: _____ Agent Name: _____ Agent Phone #: _____

Auto Insurance Policy Number: _____ Liability Policy Limits _____ EXP date: _____

Waiver/Indemnification

I waive any right I have to sue or make claims against WeCar® and its directors, officers, agents, employees or other members for any damages, losses, by me or my Student or for incurred liability or expense (including, without limitation, attorney's fees and costs) as result of a claim by a third party arising out of use of a WeCar® Vehicle through the Student's membership, except to the extent that WeCar®'s gross negligence or intentional misconduct was the sole cause of the damage or liability. **NOT WITHSTANDING ANYTHING TO THE CONTRARY, I WAIVE ALL CLAIMS FOR PUNITIVE DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO ME. IN ADDITION, I WAIVE ALL CLAIMS FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM ANY CONTRACT CLAIM. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO ME.**

Waiver of California Civil Code § 1542. To effect a full and complete release as described above, you expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the California Civil Code states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding the provisions of section 1542, and to implement a full and complete release as set forth, you expressly acknowledges this Consent and Release is intended to include in its effect, without limitation, all causes of action or claims you do not know or suspect to exist in your favor at the time of signing this Consent and Release, and that this Consent and Release contemplates the extinguishment of any such causes of action or claims. You warrant that you have read this Consent and Release, including this waiver of California Civil Code section 1542, and had an opportunity to consult counsel about this Consent and Release and specifically about this waiver of section 1542, and that you understands this Consent and Release and the section 1542 waiver, and so you freely and knowingly enters into this Consent and Release. You acknowledge that you may later discover facts different from or in addition to those you know or believe to be true regarding the matters released or described in this Consent and Release, and even so you agree this Consent and Release shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. You assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Consent and Release or with regard to any facts now unknown to you relating to those matters.

Termination

WeCar® reserves the right to terminate the Student as a Member, without cause, and without advance notice to the Student or me, upon fifteen (15) days advance notice. The undersigned may terminate the consent provided hereunder upon thirty (30) days prior written notice to WeCar®, but such termination shall not relieve the undersigned of any liability or responsibility arising prior to such termination, regardless of time of discovery. This termination must be sent to WeCar® by mail (please call 1-877-599-3227 for your local WeCar® branch address) or via e-mail to WeCar@ERAC.com.

Waiver

The waiver by WeCar® of any default or breach of this Consent Form or any other agreement or condition that is part of the Program shall not waive subsequent defaults or breaches of the same or different kind. No waiver hereunder shall be effective unless set forth in a writing signed by WeCar®.

Severability/Survival

If any provision of the herein is determined to be unlawful, contrary to public policy, void or otherwise unenforceable, all remaining provisions shall continue in full force and effect. Any such provision shall be applied or modified in such a way so as to make the provision consistent with law or public policy, as applicable. The following Sections shall survive the termination or expiration of this Consent Form for any reason: Vehicle Insurance, Fees, Waiver/Indemnification and Termination.

I am the parent or legal guardian of the above individual and I agree to be legally bound by the terms of this Consent Form, the Terms of Use, the Handbook and any Program fee schedule. The Student's Application form, Terms of Use, Handbook and Program fee schedule will be provided upon request by calling WeCar® at 1-877- 599-3227.

Signature of Parent or Guardian: _____ Date: _____