

PASSENGER PROGRAM

To ensure the safety of a passenger in a unit leased to Panther, all passengers must be covered by a compliant passenger accident policy. Please note the following requirements to enroll in the program.

- **All passengers must be authorized. Unauthorized passengers are grounds for cancellation of the owner's contract and/or disqualification of the driver.**
- **The passenger must complete the enclosed Rider and a separate Authorization and Disclosure, and the owner, driver (if applicable), and passenger must complete the enclosed Authorization, Release, and Certificate of Insurance form.**
- **Panther must have a signed authorization form from the owner of the unit, the driver (if the owner does not operate the vehicle), and the passenger before a passenger will be considered for authorization.**
- **All passengers must be at least 18 years of age.**
- **All passengers must have a valid Driver's License and meet Panther's minimum MVR qualifications.**
- **All passengers will have a background check and must meet minimum qualifications (felonies and misdemeanors can pose issues).**
- **The process to complete the forms and background/MVR check is at least 24 hours. Passengers are not permitted in the vehicle until a signed authorization form is completed – no exceptions.**
- **Please note: each passenger authorization is at the discretion of the Safety Manager.**
- **Only one passenger per unit at any time.**
- **Team operations will not be allowed to have passengers.**
- **Each passenger must submit to a criminal background check as well as a motor vehicles record check. A non-refundable processing fee of \$25.00 will be deducted from the owner's settlement compensation for each application.**
- **The policy will be in effect for a minimum of 4 weeks, regardless of the amount of time a passenger is in the unit, as required by the insurer.**
- **The rate for the passenger insurance is \$32 during the first month and an \$8 fee for each subsequent week following the first month. These amounts represent Panther's actual cost and does not include a mark-up or administrative fee assessed by Panther.**

All completed forms can be mailed, scanned, faxed to (330) 769-1928 or e-mailed to hrennecker@arcb.com or rkhanthachack@arcb.com . Please call to verify that we received your forms. You must call to inform us when the passenger is about to go in the unit. Passenger authorization forms signed by Safety must be in the unit when the passenger is in the unit. It is owner's responsibility to notify the insurance department of passengers switching vehicles. Each policy must be verbally cancelled by contacting Panther directly, and only after the passenger is out of the unit. Should you have any questions regarding the passenger program, please contact the Claims department at 1-800-830-7592.

PASSENGER AUTHORIZATION, RELEASE OF LIABILITY, AND CERTIFICATE OF INSURANCE

Owner, Driver, and Passenger Should Read Carefully Before Electing to Voluntarily Sign.

1. **PASSENGER AUTHORIZATION.** Once completed, this document constitutes authority, under 49 C.F.R. § 392.60(a), from Panther II Transportation, Inc. ("CARRIER") to the undersigned OWNER and DRIVER, for the undersigned PASSENGER to be transported as a passenger in OWNER's Equipment. This authorization shall be only from _____ ("Origin") to _____ ("Destination"), with the authorized transportation beginning on _____, 20____, and ending on the date when the Destination is reached. This authorization shall not include any deviations or detours for personal reasons. **PASSENGER is not authorized to operate the unit or trailer (if applicable) (collectively "Equipment") or to perform any labor associated with the Equipment or load at any time. By signing below, PASSENGER agrees that PASSENGER is not an employee of CARRIER or an independent contractor providing goods or services to CARRIER. PASSENGER further acknowledges and understands that CARRIER will not pay any amount for any accident, injury, loss, or damage arising out of or related to PASSENGER riding in the Equipment. Only one (1) passenger is allowed in the Equipment at a time regardless of the number of unexpired Passenger Authorizations that have been issued.**

2. **RELEASE OF LIABILITY.**
 - a. **OWNER's and DRIVER's Full Release of Liability. IN CONSIDERATION FOR CARRIER'S AUTHORIZATION TO ALLOW PASSENGER, SATISFYING ALL PASSENGER PROGRAM REQUIREMENTS TO RIDE IN THE EQUIPMENT, OWNER AND DRIVER, BY SIGNING BELOW, BOTH HEREBY RELEASE CARRIER FROM ANY AND ALL CLAIMS, LIABILITY, RIGHTS, ACTIONS, SUITS, AND DEMANDS, INCLUDING ANY RIGHTS UNDER A CLAIM OF LOSS OF AFFECTION OR OF CONSORTIUM, WHETHER IN LAW OR IN EQUITY, THAT OWNER OR DRIVER MAY HAVE AGAINST CARRIER, INCLUDING CARRIER'S AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR SUCCESSORS. THIS SIGNED RELEASE MAY BE PLED BY CARRIER AS A COUNTERCLAIM TO OR AS A DEFENSE IN BAR OR ABATEMENT OF ANY ACTION OF ANY KIND WHATSOEVER BROUGHT, INSTITUTED, OR TAKEN BY OR ON BEHALF OF OWNER OR DRIVER. OWNER AND DRIVER AGREE THAT THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF OHIO.**

 - b. **PASSENGER's Full Release of Liability. IN CONSIDERATION FOR CARRIER'S AUTHORIZATION TO ALLOW PASSENGER TO RIDE IN THE EQUIPMENT, PASSENGER, BY SIGNING BELOW, HEREBY RELEASES CARRIER FROM ANY AND ALL CLAIMS, LIABILITY, RIGHTS, ACTIONS, SUITS, AND DEMANDS, INCLUDING ANY RIGHTS UNDER A CLAIM OF LOSS OF AFFECTION OR OF CONSORTIUM, WHETHER IN LAW OR IN EQUITY, THAT PASSENGER MAY HAVE AGAINST CARRIER, INCLUDING ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR SUCCESSORS. MOREOVER, THIS SIGNED RELEASE MAY BE PLED BY CARRIER AS A COUNTERCLAIM TO OR AS A DEFENSE IN BAR OR ABATEMENT OF ANY ACTION OF ANY KIND WHATSOEVER BROUGHT, INSTITUTED, OR TAKEN BY OR ON BEHALF OF PASSENGER. PASSENGER ALSO AGREES THAT THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF OHIO.**

3. **CERTIFICATE OF INSURANCE.** OWNER hereby requests CARRIER, through CARRIER's insurer, to facilitate on OWNER's behalf (if available) the following insurance coverage that OWNER has selected by placing OWNER's initials on the "YES" line in the right-hand column below.

<p>Name of Insurer: National Union Fire Insurance Company of Pitts., PA</p> <p>Policy No: SRG 0009118488</p> <p>Effective Date(s): From the Effective Date as stated in Section 2(a) of this Agreement through the next succeeding April 27th, and each subsequent annual renewal period.</p> <p>Amount of Coverage: Up to \$300,000 for accidental death and dismemberment (\$600,000 aggregate limit) for certain passengers. For more details regarding coverage and exclusions, see insurance policy.</p> <p>Cost to Contractor: \$8 per week per passenger with an insurer-imposed four-week minimum</p> <p>Deductible: \$0 per occurrence</p>	<p>YES _____</p>
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A copy of the policy shall be made available to OWNER and DRIVER upon request. For the above policy coverage, OWNER hereby authorizes CARRIER to deduct or otherwise recover pursuant to the Agreement OWNER and CARRIER have entered into the above-specified cost. Upon receipt by CARRIER of OWNER's request, OWNER and DRIVER understand that the Policy will not be canceled due to any unforeseen circumstances on their part (other than termination of the Agreement) or on PASSENGER's part, and that there will be no return of any insurance cost deducted from OWNER's compensation. **By signing below, PASSENGER agrees that any benefits provided by the Policy will be paid directly to PASSENGER or PASSENGER's estate, unless PASSENGER designates in writing otherwise at the time this Release is signed.**

OWNER 's Auth'd Rep.'s Signature	OWNER's Auth'd Rep's Printed Name	Date
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DRIVER's Signature	DRIVER's Printed Name	Date
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PASSENGER's Signature	PASSENGER's Printed Name and Date of Birth	Date
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Authorized By CARRIER:

CARRIER'S Auth'd Rep.'s Signature	CARRIER's Auth'd Rep's Printed Name	Date
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RIDER TO BE COMPLETED BY PASSENGER

Truck # _____ Owner Name _____

Driver Name _____

First Name _____ Middle Initial _____ Last Name _____

Alias Maiden Name _____

Social Security Number _____ Age _____ Date of Birth _____

Present Address _____

City _____ State _____ Zip _____

Telephone# _____ Cell # _____

Are you a U.S. Citizen? () YES () NO If no, do you have a permanent resident card? _____

Driver's License Information

State _____ # _____ Issue Date _____ Expiration Date _____

If no DL, then do you have a state ID? () YES - please send legible copy () NO

If no state ID, do you have a passport? () YES - please send legible copy () NO

Any other licenses held in the last three years State _____ # _____

Have you ever been convicted of a crime? () YES () NO

Details _____

Have you ever had a DUI or DWI? () YES () NO

Details _____

I certify that I personally completed this application and that all of the information is true and correct. I authorize Panther II Transportation, Inc. to obtain any and all information including, but not limited to criminal history from DAC services or any other reporting agents. I also agree to hold Panther II Transportation, Inc. and all other reporting agencies harmless of any liability from the release of said information. I have read and understand the above statements and acknowledge by affixing my signature below.

SIGNATURE _____ **DATE** _____

PASSENGER PROGRAM

DISCLOSURE AND AUTHORIZATION

1. **DISCLOSURE.** You have requested authorization to ride as a passenger in the Equipment leased to Panther pursuant to the Owner’s Independent Contractor Operating Agreement and operated by the Driver (to the extent the Owner does not operate the Equipment) (“Passenger Authorization”). Panther intends to obtain a consumer report and criminal background screen from [REDACTED], a consumer-reporting agency. In connection with the provided services and equipment pursuant to the Independent Contractor Operating Agreement, the consumer report will be used for employment purposes within the meaning of the Fair Credit Reporting Act (the “FCRA”).

As required by the FCRA, this disclosure is to inform you that a consumer report, including information as to character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be procured from time to time. Such reports may contain public information concerning your driving record, safety record, workers’ compensation claims, credit, bankruptcy proceedings, criminal records, etc. from federal, state and other agencies, which maintain such records.

Should the information received in the consumer report be the reason in whole or in part for any adverse action taken against you by Panther, you may obtain a free copy of the consumer report from the consumer-reporting agency so long as the report is requested within 60 days of notification of the adverse action. You have the right to dispute the accuracy or completeness of any information contained in the consumer report furnished by the consumer-reporting agency.

2. **AUTHORIZATION.** This signed Authorization is my authorization and consent for Panther to procure consumer reports and criminal background reports from a consumer-reporting agency. This authorization shall remain on file and shall serve as on-going authorization for Panther to procure consumer and criminal background reports at any time while I am authorized to ride in the Equipment operated by the Driver. I understand that, upon termination of the Passenger Authorization, this authorization shall be destroyed and of no further effect.

I hereby certify that I have read the foregoing and understand the contents of this Disclosure and Authorization. I also understand the remedies available to me should I disagree with the Consumer Reporting Agency with respect to the consumer report.

Today’s Date

Passenger’s Signature

Passenger’s Printed Name

Panther II Transportation, Inc.

DISCLOSURE AND AUTHORIZATION