

Waiver of Liability & Release Agreement

The undersigned hereby acknowledges his or her understanding of the following:

- there are risks inherent in the process of driving,
- TRUSTED RIDES has taken and will take commercially reasonable precautions to minimize such risk,
- TRUSTED RIDES is unable to remove all risk from the driving and transportation process, and therefore
- Risks of the driving and transportation process will continue to exist outside the control of TRUSTED RIDES or its drivers, employees and agents.

In recognition of the above and of the undersigned rider's ("Rider") participation in a TRUSTED RIDES' ride, Rider's Parent / Legal Guardian ("Legal Representative") hereby agrees as follows:

1. I hereby knowingly and voluntarily forever waive any and all liability on the part of, and covenant not to sue or institute any claim against, TRUSTED RIDES, its agents, drivers, insurers, lessors, successors, or assigns, (collectively "TRUSTED RIDES"), resulting from or arising out of or in connection with the Rider's use of the TRUSTED RIDES' services, and agree to indemnify and hold harmless TRUSTED RIDES from any and all claims, demands or causes of action, which allege negligent acts or omissions of TRUSTED RIDES and its agents, drivers, insurers, lessors, successors, or assigns, unless such negligent acts or omissions are found by a court of law to constitute willful, wanton or gross negligence.
2. I acknowledge that driving entails known and unanticipated risk which could result in physical and/or emotional injury to the Rider and/or third parties, and damage to the driver's property and/or the property of others. I understand that while commercially reasonable efforts are made to reduce them, such risks cannot be eliminated without jeopardizing the essential elements of this type of service. TRUSTED RIDES agrees to carry and maintain auto liability, personal injury protection, and property protection insurance, at all times throughout the performance of this waiver of liability and release agreements.
3. I acknowledge that I must accept and assume all risk of the Rider's actions and responsibilities, and those existing in this type of activity. Therefore, I accept and assume full responsibility for the actions of my Rider during all TRUSTED RIDES' transportation of the Rider, and during such time periods and locations which are within the scope of such transportation. It is understood that TRUSTED RIDES will not accept responsibility for the actions and/or mistakes of any Rider. Rider's attendance is voluntary, and he or she elects to participate notwithstanding the inherent risks explained above.
4. The Terms and Conditions attached hereto as Addendum 1 and incorporated herein by reference are always applicable to the Rider during the transportation. Legal Representative expressly acknowledges that failure of the Rider to abide by the terms and conditions may result in dismissal from the TRUSTED RIDES' program. In the event of such dismissal, all fees paid to TRUSTED RIDES shall be non-refundable.
5. This waiver of liability and release agreement may be terminated at any time by mutual consent of both parties, or by either party upon seven (7) days' notice in writing and delivered by certified mail or in person to the other party.
6. Except as set forth in Section 5, all notices or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon actual deposit in the United States Mail, postage prepaid, and addressed to the parties at their respective addresses set forth.
7. The Rider shall have no right to assign its respective rights and obligations under this waiver of liability and release agreement, without prior written consent of TRUSTED RIDES.
8. This waiver of liability and release agreement shall be construed and enforced in accordance with the laws of the State of Michigan.
9. No change or modification, of this waiver of liability and release agreement shall be valid unless the same is in writing and signed by the parties hereto.
10. If any section, paragraph, clause or provision of this waiver of liability and release agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this waiver of liability and release agreement, the intent being that the same are severable.
11. If TRUSTED RIDES or anyone acting on its behalf incurs attorney's fees and cost to enforce this agreement, Legal Representative agrees to indemnify them for all such fees and costs.
12. By signing this document, I acknowledge that if the Rider is injured, I may be found by court of law to have waived my right to maintain a lawsuit against TRUSTED RIDES, its agents, drivers, insurers, sponsors, employees, successors and assigns.

Rider's Name (please print child's name)

Date

Parent/ Legal Guardian Signature

Parent's Name/ Legal Guardian (please print)