

DISCLAIMER AND WAIVER OF LIABILITY

Please read this disclaimer and waiver of liability carefully before utilizing our valet service. By using our service, you acknowledge that you have read, understood, and agreed to the following terms and conditions:

VALET SERVICE: Our valet service provides convenient parking assistance for vehicles at designated locations within the area. We aim to ensure the safe and efficient handling of your vehicle while it is in our possession.

ASSUMPTION OF RISK: You acknowledge and understand that using our valet service involves certain risks, including the possibility of damage, loss, theft, or vandalism to your vehicle. You voluntarily assume all risks associated with the use of our service.

RELEASE OF LIABILITY: In consideration of using our valet service, you hereby release, discharge, and hold harmless our company, its employees, agents, affiliates, and contractors from any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs, and expenses, whether known or unknown, arising out of or in any way connected with the use of our valet service, including but not limited to any damage, loss, theft, or vandalism to your vehicle.

LIMITATION OF LIABILITY: In no event shall our company, its employees, agents, affiliates, or contractors be liable to you or any third party for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of our valet service, including but not limited to any damage, loss, theft, or vandalism to your vehicle. Our maximum aggregate liability to you or any third party for any and all claims related to our valet service shall not exceed the fees paid by you for the use of our service.

VEHICLE CONDITION: While we make reasonable efforts to handle your vehicle with care, you understand and agree that we do not guarantee the cleanliness, safety, or condition of your vehicle before, during, or after the provision of our valet service. We shall not be responsible for any pre-existing damage, mechanical issues, or any other issues with your vehicle.

INSURANCE: We maintain commercial general liability insurance coverage, including garage liability insurance, to cover our potential liability for damage to vehicles while they are under our care. However, it is recommended that you maintain appropriate insurance coverage for your vehicle.

INDEMNIFICATION: You agree to indemnify, defend, and hold harmless our company, its employees, agents, affiliates, and contractors from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising out of or in any way connected with your use of our valet service or any violation of this disclaimer and waiver of liability.

GOVERNING LAW AND JURISDICTION: This disclaimer and waiver of liability shall be governed by and construed in accordance with the laws of the state of New York. Any legal action or proceeding arising out of or in connection with this disclaimer and waiver of liability shall be brought exclusively in the state or federal courts located within the state of New York.

NOT CONSTRUED AGAINST DRAFTER. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

By using our valet service, you acknowledge that you have carefully read and understood this disclaimer and waiver of liability, and you voluntarily agree to be bound by its terms and conditions.