



WEST SHORE CHARTER

RELEASE OF LIABILITY, ASSUMPTION OF RISK & CONSENT AGREEMENT

This Release of Liability, Assumption of Risk, and Consent Agreement (“Agreement”) is entered into by the undersigned passenger (“Participant”) in favor of West Shore Charter, its owners, officers, employees, drivers, contractors, agents, and affiliates (collectively referred to as “West Shore Charter”).

1. ASSUMPTION OF RISK

I understand and acknowledge that participation in transportation services provided by West Shore Charter involves inherent risks, including but not limited to traffic accidents, mechanical failures, weather conditions, acts of third parties, or unforeseen events. I voluntarily assume all risks, known and unknown, associated with my participation.

2. RELEASE AND WAIVER OF LIABILITY

To the fullest extent permitted by Pennsylvania law, I hereby release, waive, discharge, and hold harmless West Shore Charter from any and all claims, demands, actions, damages, losses, liabilities, costs, or expenses arising out of or related to:

- Injury, illness, disability, or death
- Loss or damage to personal property
- Acts or omissions of drivers, passengers, or third parties

This release applies even if caused in whole or in part by the negligence of West Shore Charter, except where prohibited by law.

3. INDEMNIFICATION

I agree to indemnify and defend West Shore Charter against any claims, damages, liabilities, or expenses (including attorney’s fees) arising from my actions, behavior, or violation of this Agreement while using West Shore Charter services.

4. PASSENGER CONDUCT

I agree to act responsibly and follow all safety instructions provided by the driver or staff. I understand that unsafe, illegal, or disruptive behavior may result in termination of transportation without refund, and I may be held financially responsible for any resulting damages or penalties.

5. MEDICAL CONSENT

I certify that I am physically and mentally capable of participating in this transportation service. In the event of a medical emergency, I authorize West Shore Charter to obtain emergency medical treatment on my behalf, and I accept full responsibility for any related costs.

6. ALCOHOL & SUBSTANCE DISCLAIMER (IF APPLICABLE)

If alcohol is consumed, I understand that West Shore Charter does not provide or serve alcohol and is not responsible for passenger consumption. I accept full responsibility for my actions and behavior during and after transportation.

7. PERSONAL BELONGINGS

West Shore Charter is not responsible for lost, stolen, or damaged personal items left in or brought onto the vehicle.

8. PHOTO & VIDEO RELEASE (OPTIONAL – REMOVE IF NOT NEEDED)

I grant permission for West Shore Charter to use photographs or video recordings taken during transportation for marketing or promotional purposes, without compensation.

☐ I do NOT consent to photo/video use.

9. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

10. SEVERABILITY

If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. ACKNOWLEDGMENT & SIGNATURE

I acknowledge that I have read this Agreement in its entirety, fully understand its terms, and sign it voluntarily.

Passenger Name (Print): _____

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

(GROUP / EVENT LEADER)

If signing on behalf of a group, I certify that I am authorized to agree to these terms for all participants.

Group Representative Name: _____

Signature: _____