

# SAME-DAY TRAVEL TERMS & LIABILITY WAIVER

## Assumption of Risk, Release of Liability, and Indemnification Agreement

This Same-Day Travel Terms & Liability Waiver (“Agreement”) is entered into voluntarily by the undersigned individual (“Client”) in consideration of services provided by **MDM & Company, LLC**, a California limited liability company, **doing business as Global Medical Travel** (“Company”).

### 1. Scope and Nature of Services

Client acknowledges and agrees that the Company provides **non-medical travel coordination and logistical services only**, which may include same-day ground transportation, border crossing coordination, appointment scheduling assistance, and general travel logistics between San Diego, California and Tijuana, Mexico.

The Company does not provide medical services, medical advice, diagnosis, treatment, or clinical oversight. The Company does not control, supervise, or guarantee the actions, qualifications, or outcomes of any medical provider, clinic, physician, staff member, or facility.

### 2. Voluntary Assumption of Risk

Client understands that international travel, cross-border transportation, and medical travel involve inherent and unpredictable risks. Client voluntarily and expressly assumes **all risks**, known and unknown, including but not limited to:

- Motor vehicle accidents, mechanical failure, unsafe road conditions, or driver error
- Traffic congestion, road closures, or delays resulting in missed, delayed, or canceled appointments
- Border wait times, secondary inspections, denial of entry, detention, or return delays
- Crime, including theft, assault, robbery, kidnapping, or homicide
- Acts of violence, civil unrest, or governmental action
- Inclement weather, natural disasters, or environmental hazards
- Illness, injury, permanent disability, emotional distress, or death

- Complications, adverse outcomes, dissatisfaction, disfigurement, infection, injury, or death related to any medical or aesthetic procedure
- Acts, omissions, or negligence of third parties, including drivers, clinics, physicians, staff, vendors, or government officials

Client acknowledges that laws, safety standards, medical regulations, and legal remedies in Mexico differ from those in the United States.

### **3. Release and Waiver of Liability**

To the fullest extent permitted by law, Client **releases, waives, and forever discharges the Company**, including its owners, members, managers, employees, contractors, drivers, agents, and affiliates, from any and all claims, demands, causes of action, damages, losses, or expenses arising out of or related to:

- Transportation services
- Border crossing outcomes or delays
- Missed, shortened, or canceled appointments
- Criminal acts or third-party conduct
- Weather or environmental conditions
- Medical treatment, procedures, recovery, or outcomes

This release applies whether such claims arise from negligence or otherwise, except where prohibited by law.

### **4. No Guarantees**

Client acknowledges that the Company makes **no guarantees or representations** regarding travel timing, border crossing speed, appointment completion, safety conditions, or medical results.

All medical services are arranged directly between the Client and the medical provider. Payment for medical services is made directly to the provider and not to the Company.

### **5. Medical Responsibility and Independent Selection**

Client affirms that they have independently selected their medical provider, conducted their own research, and consulted directly with licensed medical professionals regarding the risks, benefits, and alternatives of any procedure.

The Company does not verify medical credentials, determine medical necessity, or assume responsibility for medical outcomes.

## **6. Indemnification**

Client agrees to **indemnify, defend, and hold harmless the Company** from and against any claims, liabilities, damages, losses, or expenses, including reasonable attorney fees, arising from or related to Client's participation in travel or medical services.

## **7. Governing Law and Venue**

This Agreement shall be governed by the laws of the **State of California**, without regard to conflict-of-law principles. Any dispute arising under this Agreement shall be brought exclusively in a court of competent jurisdiction located in California.

## **8. Severability**

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

## **9. Acknowledgment and Voluntary Execution**

Client acknowledges that they have read this Agreement in its entirety, understand its contents, and execute it voluntarily with full knowledge of its legal effect.

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**Client Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Name and Phone:** \_\_\_\_\_