



RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted in any way to contract the services of M44 Transport LLC (herein referred to as "EVENT") and/or being permitted to enter for any purpose any restricted area (herein defined as any area where admittance to the general public is prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

- A. Acknowledges, agrees, and represents that he has ownership and authority to CONTRACT the services of M44 TRANSPORTATION for TRANSPORTATION of the PROPERTY involved for the EVENT and that such PROPERTY is in suitable condition for transport and has made M44 TRANSPORTATION aware of any damage PRIOR to CONTRACTING. HE FURTHER ACKNOWLEDGES THAT HE HAS PROPER INSURANCE FOR SAID PROPERTY AND WILL USE THAT SHOULD ANY DAMAGE ARISE WHILE SAID PROPERTY IS IN POSSESSION OF M44 TRANSPORTATION under CONTRACT.
- B. Acknowledges, agrees, and represents that he is not including any personal items with the PROPERTY, excluding limited allowed items such as motorcycle stands and that M44 Transport LLC is in no way responsible for any additional property. Further, there is no ILLEGAL property, such as weapons or drugs being included with PROPERTY.
- C. Acknowledges, agrees, and represents that he is aware M44 Transport will make every attempt to PICKUP and DELIVER PROPERTY as agreed; however, M44 is not responsible for DELAYS or LOCATION changes due to WEATHER, TRAFFIC, PANDEMICS or ANY OTHER CAUSE out of the CONTROL of M44 TRANSPORTATION and WILL NOT hold M44 TRANSPORTATION LIABLE FOR REFUND OR OTHER COMPENSATION OF ANY KIND.
- D. Acknowledges, agrees, and represents that he is aware ALL PAYMENTS ARE DUE AT TIME OF CONTRACT AND PRIOR TO SERVICES BEING RENDERED AND THERE ARE NO REFUNDS UNLESS AGREED BY M44 TRANSPORTATION.
- E. Acknowledges, agrees and represents that he is aware M44 does not operate under the terms of the Carmack Amendment.
- F. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE M44 Transport LLC, including it's owners, workers, family, associates, customers, any persons in any RESTRICTED AREA, owners and leasees of equipment used to TRANSPORT, for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMAND THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- G. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S PROPERTY DAMAGE or PERSONAL INJURY OR DEATH, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

- H. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- I. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASES.
- J. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- K. I/We hereby consent to use of my or my property image (still, video, etc.) as it pertains to promoting M44 Transportation and acknowledge that said images are the sole property of the M44 Transportation and can be used at M44 Transportation's discretion.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY THE GREATEST EXTENT ALLOWED BY LAW.

READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.

Customer Name _____ Date _____

Customer Signature _____

Property description (year, make, model, color) _____

Driver's License # _____

Transport Dates: _____

Pick-up/Drop-off: _____

M44 Representative _____

M44 Representative Signature _____