SWAD AUTO TRANSPORTERS INC Since 1989

2775 BURRIS RD;Ste 6B-1 / DAVIE, FL 33314

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AFTER-HOURS VEHICLE RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT

IMPORTANT — READ CAREFULLY BEFORE SIGNING

This Agreement is executed for the benefit of Swad Auto Transporters, Inc. ("SWAD") regarding the placement of a vehicle outside SWAD's gated and secured facility for after-hours, unattended pickup.

1. AUTHORITY OF SIGNER - I/We, _____, certify that I/we am/are the legal owner(s) of the vehicle described below, or the authorized agent of the legal owner(s), and that I/we have full legal authority to execute this Agreement and to release SWAD from liability.

2. VEHICLE INFORMATION: Company I shipped my vehicle with _____

Vehicle Year / Make / Model: _____

VIN (optional but recommended): _____

Date vehicle will be placed outside for after-hours pickup: _____

Do you want the vehicle locked? (Select One): ○ YES ○ NO

If keys are to be left, exact placement instructions (be specific): _____

_____

3. ASSUMPTION OF ALL RISK - I/We fully understand and voluntarily assume ALL RISK of loss, theft, vandalism, misuse, tire damage, weather damage, collision, personal injury, property damage, or any other harm that may occur once the vehicle is placed outside SWAD's secured facility and left unattended, whether known or unknown, foreseeable or unforeseeable.

4. FULL RELEASE & NEGLIGENCE WAIVER - I/We hereby fully and forever RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS Swad Auto Transporters, Inc., its owners, officers, directors, employees, agents, contractors, and insurers from ANY AND ALL claims, demands, actions, damages, losses, costs, or liabilities of every kind, including but not limited to:

- Theft
- Vandalism
- Weather damage
- Property damage
- Personal injury
- Unauthorized use
- Towing or impound
- INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE (PASSIVE OR ACTIVE) OF SWAD, except in cases of proven gross negligence or intentional misconduct.

5. NO BAILMENT / NO STORAGE CREATED - I/We expressly acknowledge and agree that NO BAILMENT, STORAGE AGREEMENT, OR CUSTODIAL RESPONSIBILITY IS CREATED by SWAD placing the vehicle outside its facility. The vehicle is not being stored, guarded, or supervised by SWAD in any capacity after placement.

6. THIRD-PARTY & CRIMINAL ACTS WAIVER - SWAD shall not be responsible or liable for the acts, omissions, or criminal conduct of any third party, including but not limited to theft, vandalism, break-ins, trespassers, unauthorized towing, municipal or government towing, law-enforcement impound, tow operators, the general public, or unknown persons.

7. KEYS & ACCESS LIABILITY WAIVER - If keys are left in, on, or near the vehicle at my/our request, ALL risk of theft, misuse, or unauthorized access is fully assumed by the owner, and SWAD shall have ZERO liability under any circumstances.

8. DEFENSE, INDEMNIFICATION & ATTORNEY FEES - I/We agree to fully DEFEND, INDEMNIFY, and HOLD HARMLESS SWAD from any and all claims, lawsuits, demands, damages, attorney fees, court costs, expert fees, and expenses arising from or related to this Agreement, the vehicle, or its placement outside for after-hours pickup — even if a claim is brought despite this waiver.

9. INSURANCE SUBROGATION WAIVER
I/We hereby waive any right of subrogation by any insurance carrier against SWAD.

10. ELECTRONIC SIGNATURE VALIDITY
This Agreement may be executed electronically and shall have the same force and effect as an original signed document.

11. NO ORAL MODIFICATIONS
No oral statements or prior representations shall modify or override this Agreement.

12. GOVERNING LAW & EXCLUSIVE VENUE - This Agreement shall be governed by the laws of the State of Florida. Any legal action must be filed exclusively in Broward County, Florida, and nowhere else.

13. SEVERABILITY & SURVIVAL - If any portion of this Agreement is held unenforceable, all remaining provisions shall remain in full force and effect. All releases and indemnification obligations shall survive indefinitely.

14. ACKNOWLEDGMENT & VOLUNTARY EXECUTION - I/We acknowledge that:

- I/We have read this entire Agreement.
- I/We fully understand its legal effect.
- I/We are voluntarily giving up substantial legal rights.
- I/We accept full responsibility for leaving the vehicle outside unattended.

SIGNATURES:

Owner / Authorized Agent Signature: _____

Print Name (Owner / Authorized Agent): _____ Date: _____

SWAD Representative: _____ Date: _____