

# WAIVER/RELEASE OF LIABILITY

Read carefully and sign before accepting the Cozy Mobiles (CM) Experience

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agrees as follows:

Consideration:

Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the CM, its owners, directors, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of actions, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activities as described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of Cozy Mobiles.

I and my guest have decided to participate in the activity organized by Yvonne Henderson of CM, participation includes use of the property, facilities and services of Cozy Mobiles(CM),

I, [REDACTED], of [REDACTED], agree for myself and (if applicable) for the members of my family, friends, and staff to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** In order to participate as a passenger engaging in the CM Experience, I agree to observe and obey all posted rules, regulations and/or warnings, and further agree to follow any oral instructions or directions given by CM, or the employees, representatives or agents of CM.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge CM for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of CM whether caused by the fault of myself, my family, CM or third parties. The Participant/Passenger/Client/Customer will be riding as a passenger in CM – a party /limo bus wherein the client will experience a [REDACTED] hour ride in and around the city. Small plate food items will be served as selected by the Client from the Cozy Mobiles (CM menu...

3. **INDEMNIFICATION.** I agree to indemnify and defend CM against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may, in any way arise from my or my family's use of or presence upon the facilities of CM.
4. **FEE.** I agree to pay all damages to the facilities of CM caused by any negligent, reckless or will actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that CM has offered to refund any fees that I have to paid to use its facilities if I choose not so sign this agreement.
7. **ARM'S LENGTH AGREEMENT.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language or provision giving rise to such ambiguity.
8. **ENFORCEABILITY.** The invalidity and unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstances, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be part of this agreement.
9. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties
10. **EMERGENCY CONTACT.** In case of an emergency, please call [REDACTED]  
(Relationship: [REDACTED] at [REDACTED] and/or [REDACTED].

I have read this document and understand it. I understand that by signing this Release, I voluntarily surrender certain legal rights.

Print [REDACTED]

Date: [REDACTED]

Signature [REDACTED]

Date: [REDACTED]

## **TRANSPORTATION LIABILITY WAIVER**

Cozy Mobile is insured as a **Food Truck on wheels / Dine on Wheels** and not a transportation company. However, you can choose to ride at your own risk with the understanding that if this vehicle is in an accident Yvonne Henderson or Cozy Mobiles is not responsible for any liability being incurred such as (PIP) Personal injury protection, or Property damage etc.

I [redacted] have read and understood the waiver set forth and have decided to participate in a [redacted] hour ride on CM Cozy Mobiles. I [redacted] was informed by Yvonne Henderson that Cozy Mobiles is primarily a Dine-On-Wheels service and not a transportation service or company. I understand that the vehicle will park in a desired or requested location and offer a luxury Dine On wheels experience. (Tiny Dining)

In addition to your signature on this waiver, any payments made to ride on Cozy Mobiles also acts as a Signature of Authorization and a request to ride on Cozy Mobiles.

Print [redacted]

Date: [redacted]

Signature [redacted]

Date: [redacted]