**VEHICLE SHUTTLE CONTRACT- WAIVER AND RELEASE AGREEMENT**

Please Read Carefully Before Signing - This is a Release of Liability and Waiver of Certain Legal Rights

In consideration that I (Employer) have employed Wilderness Aware, Inc. (Employee) to shuttle my vehicle from _____ to _____, I agree to the following waiver and release:

I acknowledge that moving my vehicle(s) has inherent risks, hazards and dangers that cannot be eliminated. **I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:**

(1) risks involved in completing the job as instructed, including but not limited to: theft, vandalism, damage from fire or elements, and the possibility of hitting animals, other vehicles, fixed objects and debris on the road

(2) risks from vehicle(s) that may be unattended before pickup or after delivery by Employee including but not limited to theft, vandalism, damage from fire or the elements

(3) risks associated with the decision-making and conduct of the driver

(4) other risks, hazards and dangers that are inherent in and integral to driving and moving vehicles, including without limitation those associated with transportation to and from the access points.

EMPLOYER ALSO AGREES THAT THE VEHICLE(S) WILL HAVE SUFFICIENT FUEL TO REACH THE DESTINATION. If, upon arrival for pickup, the Employee determines, as he or she may in their sole and absolute discretion, that the vehicle(s) is/are not in safe driving condition, the Employee may elect not to transport the unsafe vehicle(s) and Employee will reimburse the Employer for one-half of the previously paid shuttle fee, and be free of all further liability, duty or obligation.

The Employer agrees to be fully responsible for all costs and expenses which Employee necessarily incurs to repair mechanical problems or any towing expenses of the vehicle(s) or otherwise to fulfill the job instructions and to promptly reimburse Employee for such expenses.

I have read and understand the information provided by Employee regarding shuttle service and travel to and from the areas for such service and also acknowledge that Employee staff does not carry insurance on my vehicle and the driver has been given permission to drive my vehicle and is thus covered under my insurance policy for liability. In the event I do not carry comprehensive or collision insurance, I agree that Employee will not be responsible for any damage that might otherwise be covered by such insurance policies.

I understand that the inherent risks, hazards and dangers listed are only a partial description of those that may exist. **I AM VOLUNTARILY GIVING PERMISSION TO MOVE MY VEHICLE WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ACKOWLEDGE, ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH OR DAMAGE DUE TO ANY TYPE OF ACCIDENT.**

Lastly, for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS WILDERNESS AWARE, INC.** its directors, officers, shareholders, agents and Employees from and against any and all claims, actions, causes of action, demands, liabilities, suits, damages, losses, costs, expenses (including reasonable attorney's fees) and **ORDINARY NEGLIGENCE** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis, or death to me or my property as a result of this shuttle agreement, whether such damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis or death results from the **ORDINARY NEGLIGENCE** of Wilderness Aware, Inc. or some other cause. **I FURTHER AGREE NOT TO SUE WILDERNESS AWARE, INC AS A RESULT OF ANY INJURY, PARALYSIS, DEATH OR DAMAGE THAT MAY OCCUR WHILE MOVING MY VEHICLE.** The venue for any dispute arising between the parties shall be in a court of competent jurisdiction in the Town or Buena Vista or Chaffee County, Colorado. This release is intended to be a comprehensive release of liability but is not intended to assert defenses that are prohibited by law.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS CONTRACT, WAIVER AND RELEASE AGREEMENT AND UNDERSTAND THAT NEITHER I NOR ANY MEMBER OF MY FAMILY OR OTHER PERSON ACTING THROUGH ME WILL HAVE THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST WILDERNESS AWARE, INC.**

_____ ____
Vehicle Owner's Signature

Print Name

_____
Date

Mailing Address

_____
Vehicle Make Model and Year

City State ZIP

_____
License Plate Number / License Plate State

Phone Number