

Waiver and Release of Liability

[Above & Beyond Care, LLC]

This Waiver and Release of Liability, Assumption of Risk, Indemnity and Indemnification Agreement ("Waiver") is made and entered into as of the date set forth below ("Effective Date"), by and between the undersigned Customer (defined herein) and Above & Beyond Care, LLC ("Company"), including its members, managers, officers, employees, agents and, if applicable, owners and lessors of the vehicle used in service (each considered one of the "Indemnified Parties").

In consideration for Customer's temporary use of the Company's services, including, but not limited to, the Company's operation of the Customer's vehicle, pre- and post-care personal assistance and any other tasks or services requested by Customer and/or related hereto ("Customer Assistance"), whether performed in the vehicle, in or about the care facility or at Customer's residence ("Assisted Location"), the Customer for myself, my spouse, children, guests, invitees, personal representatives, assigns, heirs and next of kin ("Customer"):

1. ACKNOWLEDGES, agrees and represents that Customer understands the nature of such Customer Assistance, confirms Customer's need therefor and agrees and warrants that if at any time Customer believes the conditions of such Customer Assistance to be unsafe, Customer will immediately discontinue further participation in Customer Assistance.

2. FULLY UNDERSTANDS THAT: (a) the Customer Assistance involves risks and dangers of bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be directly or indirectly caused by Customer's actions or inactions, the action or inactions of others, the conditions in which the Customer Assistance takes place, or the negligence of the Indemnified Parties named above; (c) there are other economic and health risks and potential losses either unknown or not readily foreseeable to Customer at this time; and CUSTOMER FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND RESPONSIBILITIES FOR ANY LOSS, COST AND DAMAGE incurred as a result of the Customer Assistance.

3. HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE the Indemnified Parties from all liability, claims, demands, judgments, causes of action, losses, litigation expenses, attorney's fees, costs or damages ("Claim") caused by Customer, caused or alleged to be caused in whole or in part by the negligence of the Indemnified Parties or otherwise, and Customer further agrees that if, despite this Waiver, Customer or anyone in behalf of Customer, asserts a Claim against any of the Indemnified Parties, CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES therefrom.

4. CUSTOMER HAS READ THIS WAIVER, FULLY UNDERSTANDS ITS TERMS AND THE SUBSTANTIAL RIGHTS WAIVED BY SIGNING THE SAME AND HAS SIGNED THIS WAIVER FREELY AND VOLUNTARILY WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. CUSTOMER INTENDS THIS WAIVER TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF THE INDEMNIFIED PARTIES FROM ALL LIABILITY FOR CLAIMS TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW AND AGREES THAT IF ANY PORTION OF THIS WAIVER IS HELD TO BE INVALID, THE BALANCE THEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.

Customer: _____ (print name) Signature: _____

Date: _____, 20 ____