



Gotham Shuttle Service

WAIVER AND RELEASE OF LIABILITY FOR VEHICULAR TRANSPORTATION SERVICES

Participant Name:

Participant's Phone Number:

(_ _ _) _ _ _ - _ _ _ _

Participant's Address:

In consideration of the transportation services _____ makes available – at no cost - to it's patients through the use of Gotham Shuttle Service and in light of the inherent risk of injury that occurs when riding as a vehicular passenger on private and public roads and freeways to any _____ facility (hereinafter "Gotham"), as consideration for the right to utilize Gotham, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, Knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever against _____ arising out of my decision to utilize Gotham Shuttle Service. Further, I hereby a release and forever discharge (including its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns) from any and all liability for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a result of my decision to utilize Gotham Shuttle Service, including traveling to and from an event or location related to the use of Gotham. I understand that _____ does not own or control any service provided by Gotham Shuttle Service.

I understand that I am not required to utilize Gotham Shuttle Service in order to receive any healthcare services from _____ and I am free to arrange for my own means of transportation to and from any _____ facility.

I am voluntarily participating in transportation service being provided by Gotham and I am participating in this activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risk, both known or unknown to me, of my use of Gotham Shuttle Service, including travel to, from and during this activity. I acknowledge that using Gotham Shuttle Service for transportation may carry with it the potential for death, serious injury, and probably loss.

I agree to hold harmless _____ and Gotham Shuttle Service against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if the litigation arises pursuant to any claims made by me or by anyone else acting on my behalf relating to my decision to utilize the vehicle to transport services.

I acknowledge that _____ and its directors, officers, volunteers, representatives and ages are not responsible for errors, omissions, acts or failures to act of any party or entity, including _____ itself, in connection with Gotham Shuttle Service. This risks includes, but are not limited to, those cause by to rain, facilities, temperature, weather, lack of maintenance, condition of participants and vehicles, equipment, vehicle traffic and Actions of others, including but not limited to, participants, spectators, drivers, and or managers.

I acknowledge I have carefully read this “Waiver and Release” and fully understand it is a release of liability. I agree to release and discharge _____ and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors and assigns from any and all claims or cause of action in connection with the vehicle to transport services and I waive any right that I may have to bring a lawsuit against _____ and Gotham Shuttle Service for personal injury.

In the event that I should require medical care or treatment as a result of my decision to utilize transportation with Gotham Shuttle Service, I agree not to hold _____ financially responsible for any costs incurred as a result of such care or treatment. To the extent any statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of _____, it's agents, and employees in connection with Gotham Shuttle Service.

This agreement was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the below-identified Participants and agreed that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or omitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the apparent purposes for which it is entered into.

In the event that any provision contained within this Release of the Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participate, affirm that I am 18 years of age or older and that I am freely signing this agreement, hereby voluntarily agreeing to participate in the use Gotham Shuttle Service. I certify that I have read this agreement, that I fully understand its content and that is release cannot be modified orally. I am aware that this is a release of liability in the contract and that I am signing of my own free will.

Participant’s Signature:

(sign)

(date)

PARENT/ GUARDIAN WAIVER FOR MINORS / WARDS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, the participant named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian's Name:

Relationship to Minor / Ward:

Signature:

(print)

(date)