

This Waiver and Release Agreement (“Waiver”) is made between Action Potential, LLC and its members, managers, employees, agents, contractors, representatives and successors, (collectively the “Company”) and the Client identified on page 2 below (“Client”) (collectively the “Parties”).

By accepting arrangements provided by the Company for third-party transportation services (“Transportation Services”) to be provided by third-parties (“Third-Party Transportation Service Providers”) to/from Company’s facility, the Client agrees to the following terms and conditions.

PRIVACY POLICY

Client agrees to provide Company with accurate information regarding Client’s preferred pick-up and drop-off locations. Client also agrees and understands that Company will have to provide this information to the Third-Party Transportation Service Providers. Client further agrees and understands that Company has no control over whether the Third-Party Transportation Service Providers use of this information.

WAIVER & RELEASE OF LIABILITY

The Client hereby assumes all of the risks in the participation of the Transportation Services offered by any Third-Party Transportation Service Providers. On behalf of Client and the Client’s heirs, assigns, administrators, successors, and next of kin, Client waives all claims of personal injury or death sustained by Client, including claims sounding in negligence, gross negligence or recklessness, and all claims of damages or injuries sustained to any property owned or being used by Client which arise out of or relate to any of the Transportation Services.

INDEMNIFICATION

For all other claims not covered by any other section of this Agreement, including claims made by any third-parties, Client agrees that it shall indemnify, defend and hold harmless the Company from any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys’ fees and disbursements (collectively, the “Claims”) that any of them may suffer from or incur and that arise or result primarily from any services offered by the Company pursuant to this Waiver.

MISCELLANEOUS

This Waiver shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of the remainder of this Waiver or any other provision hereof.

Any amendments or alterations to this contract shall be in writing. No delays or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party’s rights to enforce such provision.

This Waiver constitutes the entire agreement between both parties and will apply to all future transactions, unless otherwise agreed to. This Waiver supersedes all prior understandings, oral or written.

Client certifies that she/he has read this document and fully understands its content.

Client Signature

Date

Client Printed Name