Release of Liability with COVID-19 Waiver

GIM Ride-along Transportation LLC

Read Carefully - This Affects Your Legal Rights

In exchange for van transportation services provided by GIM Ride-along Transportation LLC of 6203 Browning Drive, Columbus, Georgia 31907, I agree to the following Release of Liability.

- **1. Agreement To Follow Directions.** I agree to observe and obey all verbally stated and posted rules and warnings, including those regarding COVID-19, and further agree to follow any oral instructions or directions given by GIM Ride-along Transportation LLC, or the employees, representatives, or agents of GIM Ride-along Transportation LLC
- **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 further release and discharge GIM Ride-along Transportation LLC for injury, loss, or damage arising out of me being a passenger in their vehicle whether caused by the fault of myself, GIM Ride-along Transportation LLC or its owner or employees.
 - → 2.1 Furthermore, I recognize that there are certain inherent risks associated with the potential risks and exposure regarding COVID-19, acknowledge the contagious nature of COVID-19 and understand that CDC and public health authorities recommend the practice of social distancing, and I assume full responsibility for personal injury to myself and further release and discharge GIM Ride-along Transportation LLC for injury, loss or damage arising out of me being a passenger in their vehicle whether caused by the fault of myself GIM Ride-along Transportation LLC or its owner or employees. I acknowledge that GIM Ride-along Transportation LLC has followed all local and state requirements regarding the coronavirus pandemic to reduce the spread of COVID-19. I acknowledge that GIM Ride-along Transportation LLC cannot guarantee that I will not become infected with COVID-19.
- **3. Indemnification.** I agree to indemnify and defend GIM Ride-along Transportation LLC 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 use of its services.
- **4. Fees.** I agree to pay for all damages to the vehicle, including its contents, to GIM Ride-along Transportation LLC that are caused by any negligent, reckless, or willful actions by me.
- **5. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Georgia 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 I am free to have my own legal counsel review this agreement if I so desire.

- 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 or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, 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 a 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. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY ACKNOWLEDGING THIS RELEASE AT CHECKOUT, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.