



RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE

I, _____, a client of Aging Care Advocates, Inc. ("ACA"), have requested Employees of ACA to use their own personal motor vehicle for necessary errands and transportation directly related to my care. I understand that all Employees of ACA who have a valid driver's license in the State of Florida, or another state, are required by the State of Florida to carry PIP Insurance Coverage at all times.

In consideration for ACA providing transportation for me, I hereby agree and expressly acknowledge that I release and waive any and all claims against ACA and its Employees and covenant not to sue them or make a claim against them from any and all motor vehicle accidents or other accidents that may occur arising out of this transportation, and I agree to release ACA from any liability for any acts or omissions, even those resulting from ACA's own negligence or the negligence of its Employees, including but not limited to the negligent maintenance or operations of the motor vehicles used.

This release from liability includes claims for negligent entrustment, negligent hiring, negligent retention, negligent driving, negligent maintenance, and any all other claims of negligence, whether gross negligence or simple negligence. I am hereby releasing ACA from liability even for its own negligence.

I agree that if I am injured in any motor vehicle accident occurring during this transportation, I will look to my own motor vehicle insurance, whether PIP, uninsured motorists or otherwise, for coverage.

I understand that ACA does not provide any motor vehicle insurance for these Employees or their vehicles, since these vehicles are personally owned by the Employees of ACA and not by ACA.

I also agree to release ACA from any liability, as the Employer of these Employees, under concepts of respondent superior. I understand that I am giving up my rights and I hereby expressly state that I intend to relieve ACA and its Employees from any and all liability arising out of the services they render to me as well as the operation and use of the maintenance of any and all motor vehicles. I assume the risk of riding in the motor vehicles of Employees of ACA and I forever discharge and release ACA and its Employees from any and all claims that may arise out of the services rendered and the operation of the motor vehicles in which I am

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riding.

I hereby release, waive, discharge and covenant not to sue ACA or its Employees from all liability to me or any of my personal representatives, heirs, beneficiaries, or assigns, from any and all loss or damage and any claim or demands on the account of injury to my person or property or resulting in my death, even if caused by the negligence of ACA or its Employees, while I am riding in any of their motor vehicles.

I hereby fully assume responsibility for and the risk of bodily injury, death or property damage due to the negligence of ACA or its Employees while riding in their motor vehicles. I understand and agree that this release is binding on my heirs and beneficiaries and I agree that the personal representative of my estate waive any and all claims for survivorship or wrongful death and shall not bring any such claims.

I expressly acknowledge and agree that a motor vehicle is a dangerous instrumentality and riding in such a vehicle involves risk of serious injury or death and I further expressly agree and acknowledge that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that, if any portion is held invalid, the remaining portion shall remain in full legal force and effect.

I have read and voluntarily signed the release and waiver of liability and indemnity agreement and further agree that no oral representations, statements or inducements have been made to me in order to cause me to sign this document. I have agreed to sign this document as consideration for the services that have been provided to me by ACA and its Employees.

In consideration for me being allowed to ride in the motor vehicle, I have acknowledged and agreed to assume all such risks and to release and waive any liability of ACA and its Employees, even for their own negligence. This release includes any collisions with motor vehicles or single car collisions.

I do not agree to waive any and all liability claims against any third person not affiliated or associated with ACA or its Employees. I otherwise assume full responsibility for myself and this release includes any and all bodily injuries, including death, illness, paralysis, loss of limb, scarring or any other bodily injury, emotional injury or psychological injury. This release also includes all attorney fees and costs that may be incurred by me or my personal representative.

Sign: _____

_____ Date

Print Name: _____

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