Wild West Voyages, Moab, UT (WWV) WAIVER AND RELEASE

huttle service date(s):
ick Up Location:
Prop Off Location:

This document affects your legal rights. Please read it carefully and thoroughly before signing.

By accepting this document, I acknowledge that in consideration for WWV providing shuttle service:

- 1. WWV does not carry insurance for vehicles being shuttled and is not liable for any damages related to the shuttling of your vehicle.
- 2. I am the owner of the vehicle WWV is shuttling and have insurance including automobile or other liability, comprehensive, medical pay and uninsured/underinsured motorist's coverage that will cover any personal injuries, death, and/or damage to my vehicle or a third party's vehicle or personal property in or about my vehicle or a third party's vehicle.
- 3. I acknowledge that WWV is not in control of or responsible in any way for damages and delays that may be caused by situations including but not limited to traffic, accidents, weather, rock slides, floods, or other acts of nature, or other causes beyond WWV's control.
- 4. I release and waive any and all claims against WWV, its employees, agents and assigns for any and all claims or liability, whether caused by the negligence of WWV, or otherwise, to the fullest extent permitted by law, related to (i) damage to or caused by my vehicle being shuttled by WWV, its employees, agents or assigns, whether damage is to persons, animals, or property in or about my vehicle, a third party's vehicle, or elsewhere; (ii) if any of my personal property is lost, stolen or cannot be located; and (iv) damage to any vehicle or personal property, including fire, theft or vandalism that may take place while vehicle is parked at a parking lot, put-in or take-out, and (v) or for time or costs arising from any indisposition or delay.
- 5. I indemnify WWV from any and all claims for any incurred loss, liability, damage or cost, including attorney's fees claimed by any party against WWV, arising from or related to WWV shuttling my vehicle, and for cost incurred by WWV in connection with shuttling my vehicle.
- 6. I assume all risks, known and unknown, including full responsibility for and risk of bodily injury, loss of any kind, death or property damage as a result of WWV shuttling my vehicle, including if (i) WWV cannot locate the vehicle key(s), if no key is left or the wrong key is left, including electronic/programmable keys, chip to bypass the security system is required and not included in key that is left; (ii) my vehicle breaks down en route; or (iii) my vehicle runs out of fuel.
- 7. Any dispute involving these matters shall be governed by Utah law with venue in Grand County, UT.

permission to the shuttle driver to transport my vehicle and do agree to the above policies. Full printed name Signature Date Make and model of vehicle (and trailer if applicable) Vehicle registered in the State of ______ License No. _____ Vehicle insured by (company) Policy number _____ I will leave my keys ______ I ask transfer drivers to leave my keys ______

8. This Release contains the entire agreement between the parties and the terms of this Release are

the event any of them shall be held to be invalid by any competent court, this Release shall be

this document and know and understand the contents and accept it as my own free act. I give

contractual and not a mere recital. All agreements and covenants contained herein are severable, and in

interpreted as if such invalid agreements and covenants were not contained herein. I have carefully read