

Pawesome Transport Services:

WAIVER AND RELEASE OF LIABILITY WITH AUDIO AND RECORDING CONSENT

Client Information:

Full Name: _____

Driver's License Number: _____

Address: _____

Phone Number: _____

Email: _____

Pet Information:

Pet's Name: _____

Type/Breed: _____

Age: _____

I, the undersigned client, hereby acknowledge and agree to the terms and conditions outlined in this waiver and release of liability ("Agreement") for the use of Pawesome Transport Services ("Pawesome") located and operating within Volusia County, Florida.

ASSUMPTION OF RISK AND RESPONSIBILITY:

I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE INHERENT RISKS ASSOCIATED WITH TRANSPORTING PETS AND OWNERS, INCLUDING BUT NOT LIMITED TO ACCIDENTS, INJURIES, ESCAPES, OR ANY OTHER UNFORESEEN EVENTS. I ASSUME FULL RESPONSIBILITY FOR ANY RISKS THAT MAY ARISE DURING TRANSPORTATION.

Secure Carriers and Restraints:

I acknowledge that I am responsible for providing an appropriate carrier or restraint for my pet during transportation. I understand that it is my responsibility to ensure that my pet is safely secured in the provided carrier or restraint.

RELEASE OF LIABILITY:

IN CONSIDERATION FOR THE TRANSPORTATION SERVICES PROVIDED BY PAWESOME TRANSPORT SERVICES, I HEREBY RELEASE PAWESOME, ITS EMPLOYEES, AGENTS, AND CONTRACTORS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, AND EXPENSES, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE TRANSPORTATION SERVICES PROVIDED, INCLUDING BUT NOT LIMITED TO INJURIES, ACCIDENTS, ESCAPES, AND ANY OTHER INCIDENTS INVOLVING BOTH PETS AND OWNERS.

Emergency Medical Care:

I authorize Pawesome Transport Services to seek emergency medical care for my pet and myself in the event of an injury or illness during transportation. I agree to be solely responsible for all medical expenses incurred on behalf of my pet and myself.

Audio and Video Recording Consent & Photography and Media Release:

I hereby consent to the audio and video recording of myself, my pet, and the transportation service provided by Pawesome Transport Services. I understand that these recordings may be used for training, quality assurance, promotional, and other lawful purposes. I understand that Pawesome Transport Services shall be the exclusive owner of all content (photos, video, and audio) acquired during the loading, unloading, and transportation of myself and my pet. This includes all areas inside the transporting vehicle and the immediate area surrounding the transporting vehicle, even if the transporting vehicle is located on private property. I grant Pawesome Transport Services the right to use photographs or videos of my pet and myself taken during transportation for marketing and promotional purposes without any compensation to me.

Indemnification:

Client agrees to indemnify, defend, and hold harmless Pawesome Transport Services, its employees, agents, and contractors (collectively referred to as the "Provider") from any and all claims, liabilities, damages, costs, or expenses, including reasonable attorney fees, arising from or related to:

- Any injury, harm, or loss to the Client, the Client's pet(s), or any third party during the transportation service provided by the Provider.
- Any damage to property, including but not limited to vehicles, caused by the Client or the Client's pet(s) during the transportation service.
- Any breach of this Agreement by the Client, including but not limited to violations of the terms and conditions, representations, or warranties contained herein.

The Provider agrees to indemnify, defend, and hold harmless the Client from any and all claims, liabilities, damages, costs, or expenses, including reasonable attorney fees, arising from or related to any injury, harm, or loss caused by the negligence of the Provider or its employees during the transportation service.

In the event that any claim, action, suit, or proceeding (collectively referred to as "Claim") is brought against either party by a third party for which indemnification may be sought under this Agreement, the indemnified party shall promptly notify the indemnifying party in writing of the Claim. The indemnifying party shall have the right to control the defense of the Claim, including the selection of legal counsel, and shall bear all costs and expenses associated with the defense of the Claim.

The indemnified party shall cooperate with the indemnifying party in the defense of the Claim and provide all information, assistance, and authority reasonably necessary for the defense of the Claim.

Notwithstanding anything to the contrary in this Agreement, the indemnification obligations set forth herein shall not apply to the extent that a Claim arises out of the gross negligence, willful misconduct, or breach of law by the indemnified party.

The provisions of this indemnification clause shall survive the termination or expiration of this Agreement.

Applicable Law and Venue:

This Agreement shall be governed by the laws of the State of Florida. Any disputes arising from this Agreement shall be resolved in the appropriate state or federal court within Volusia County, Florida.

I have read and understood this Waiver and Release of Liability in its entirety and agree to its terms willingly and voluntarily.

Client's Signature: _____

Date: _____

Witness's Signature: _____

Date: _____

Pawesome Transport Services:
SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on [Date] ("Effective Date") by and between:
Pawesome Transport Services, a Florida-based business hereinafter referred to as the "Provider."

Client's Full Name: _____

Client's Address: _____

Client's Phone Number: _____

1. Services Provided:

Provider agrees to transport the Client and the Client's pet(s) as follows:

Provider agrees to transport no more than one Client and no more than three Client's pet(s) per ride. One ride consists of one pickup and one drop off with no stops in between. For example, one pickup from a residence to one drop off at a veterinary facility constitutes one ride, and vice versa. The route driven will always be at the discretion of the Provider. All rides (including pickup and drop off locations) must reside solely within Volusia County, Florida.

2. Payment:

Client agrees to pay the Provider the agreed-upon fee for the transportation service, which adheres to the price structure below. **All prices are listed as one-way rides.**

- Between the hours of 7:00am and 7:00pm: \$50.00
- Between the hours of 7:00pm and 10:00pm: \$75.00
- Between the hours of 10:00pm and 5:00am: \$100.00
- Between the hours of 5:00am and 7:00am: \$75.00

The entire ride (from pickup to drop off) must fall within a specified time differential for that cost to apply. If any part of the ride (from pickup to drop off) falls in a time differential with a higher cost, the cost of the service will be the higher amount. These prices are subject to change. Payment shall be made in person before the scheduled service begins. Payment can be made via cash, card, or check. Provider accepts Visa, Mastercard, American Express, Discover, JCB, and UnionPay International. Provider also accepts payment via mobile wallets such as Apple Pay, Google Pay, and Samsung Pay.

3. Cancellation and Termination Policies:

Client may cancel the scheduled service by providing at least 12 hours' notice to the Provider. Cancellations made with less than 12 hours' notice may be subject to a cancellation fee of \$20.

Either party may terminate this Agreement at any time by providing written notice to the other party. Any fees paid for services not yet provided shall be refunded to the Client in the event of termination of the agreement.

4. Transportation Conditions:

The Client acknowledges the following conditions regarding transportation:

- Pets must be secured in an appropriate carrier or restraint during transportation.
- **The Provider reserves the right to refuse service if the pet appears aggressive or poses a risk to the safety of the Provider or other passengers.**
- The Client is responsible for any cleanup or damage caused by their pet during the transportation service.

5. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written.

7. Modification:

This Agreement may only be modified in writing and signed by both parties.

8. LIMITATION OF LIABILITY:

CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OF PAWESOME TRANSPORT SERVICES.

THE PROVIDER'S TOTAL LIABILITY TO THE CLIENT FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SPECIFIC TRANSPORTATION SERVICE PROVIDED.

CLIENT ACKNOWLEDGES THAT THE LIMITATION OF LIABILITY IN THIS AGREEMENT REFLECTS A REASONABLE AND AGREED-UPON ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THE PROVIDER WOULD NOT PROCEED WITH THE TRANSPORTATION SERVICE WITHOUT SUCH LIMITATIONS ON ITS LIABILITY.

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THERE ARE INHERENT RISKS ASSOCIATED WITH TRANSPORTING PETS AND PEOPLE. THE PROVIDER SHALL NOT BE LIABLE FOR ANY INJURIES, ACCIDENTS, ESCAPES, OR ANY OTHER INCIDENTS THAT MAY OCCUR DURING THE TRANSPORTATION SERVICE. CLIENT RELEASES THE PROVIDER FROM ANY LIABILITY RELATED TO SUCH INCIDENTS.

9. Indemnification:

Client agrees to indemnify, defend, and hold harmless Pawesome Transport Services, its employees, agents, and contractors (collectively referred to as the "Provider") from any and all claims, liabilities, damages, costs, or expenses, including reasonable attorney fees, arising from or related to:

- Any injury, harm, or loss to the Client, the Client's pet(s), or any third party during the transportation service provided by the Provider.
- Any damage to property, including but not limited to vehicles, caused by the Client or the Client's pet(s) during the transportation service.
- Any breach of this Agreement by the Client, including but not limited to violations of the terms and conditions, representations, or warranties contained herein.

The Provider agrees to indemnify, defend, and hold harmless the Client from any and all claims, liabilities, damages, costs, or expenses, including reasonable attorney fees, arising from or related to any injury, harm, or loss caused by the gross negligence or willful misconduct of the Provider or its employees during the transportation service.

In the event that any claim, action, suit, or proceeding (collectively referred to as "Claim") is brought against either party by a third party for which indemnification may be sought under this Agreement, the indemnified party shall promptly notify the indemnifying party in writing of the Claim. The indemnifying party shall have the right to control the defense of the Claim, including the selection of legal counsel, and shall bear all costs and expenses associated with the defense of the Claim.

The indemnified party shall cooperate with the indemnifying party in the defense of the Claim and provide all information, assistance, and authority reasonably necessary for the defense of the Claim.

Notwithstanding anything to the contrary in this Agreement, the indemnification obligations set forth herein shall not apply to the extent that a Claim arises out of the gross negligence, willful misconduct, or breach of law by the indemnified party.

The provisions of this indemnification clause shall survive the termination or expiration of this Agreement.

10. Ownership or Consent Acknowledgment:

By signing this Agreement, the Client acknowledges and represents that they are either the legal owner of the pet(s) being transported by Pawesome Transport Services or that they have obtained written consent from the legal owner of the pet(s) to use the transportation service. The Client understands that Pawesome Transport Services reserves the right to request proof of ownership or written consent at any time. This acknowledgment is necessary to ensure that the Client has the legal authority to arrange for the transportation of the pet(s) and to protect the rights and interests of the legal pet owner(s).

11. Client Age Requirement:

By entering into this Agreement, the Client represents and warrants that they are 18 years of age or older. If the Client is not 18 years of age or older, they must have a legal guardian or parent enter into this Agreement on their behalf. If the Client is not 18 years of age or older and an adult is signing on their behalf, the adult signatory hereby acknowledges and agrees that they assume all the risks, payment obligations, and liability on behalf of the minor Client for the transportation service provided by Pawesome Transport Services. Additionally, the adult signatory releases Pawesome Transport Services from any liability related to the transportation service provided to the minor Client. This signature represents the acceptance of all terms and conditions outlined in this agreement.

This age requirement is necessary to ensure that the Client has the legal capacity to enter into contracts and understand the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement as of the Effective Date.

Client's Signature: _____

Parent/Guardian's Signature(if applicable): _____

Date: _____

Witness's Signature: _____

Date: _____