

WAIVER OF LIABILITY
S&S Used Auto Sales, LLC dba S&S Auto Transport LLC
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the traveling with spouse, friend or family member (which is an employee or leased out person) of S&S Used Auto Sales, LLC, I _____, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE S&S Used Auto Sales, LLC the Board of Trustees of S&S Used Auto Sales LLC, their officers, agents, LLC, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activation while in, on or upon the premises where the activities are being conducted, REGARDLES OF WHETHER SUCH LOSS IS CAUSED BYT THE NEGLIGENCE OF THEIR RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities my spouse, friend or family member does for S&S Used Auto Sales, LLC [driving, wenching, transporting, installing, loading any and all vehicles, trailers, ATV's and motors or any other contracted item], and I am aware that such activities include the risk of injury and even death, and I hereby state that I will not participate in said activities, knowing that the activities may be hazardous to me. I understand that S&S Used Auto Sales, LLC does not want me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being with my spouse, friend or family member while he is doing said activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise to the fullest extent allowed by the law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my traveling with my spouse, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and all shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the every State in the Domestic United States of America and that any mediation, suit, or other proceeding might be filed or entered into any State in the Domestic United States of America. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same. I further agree that this Waiver of Liability and Hold Harmless Agreement will stay enforced as long as I am traveling any owned vehicle by S&S Used Auto Sales, LLC dba S&S Auto Transport, LLC

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 2023

WITNESS: _____ PARTICIPANT SPOUSE, FRIEND OR FAMILY MEMBER

S&S Used Auto Sales, LLC Owner

Employee (Driver)
