

ORGANIZATION RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT") FOR THE USE OF NOAKERS AUTOBODY LLC CARWASH TRAILER

IN CONSIDERATION of being permitted to use the Noakers Autobody LLC Carwash Trailer (hereinafter referred to as the "Trailer") in any way, _____ (insert organization name), for the organization, its members, directors, officers, employees, and assigns (hereinafter collectively referred to as the "Organization):

ACKNOWLEDGE, agree, and represent that the Organization, its members, directors, officers, employees, and assigns, understand the nature and operation of the Trailer and that each individual of the Organization is qualified, in good health, and in proper physical condition to participate in the use of such Trailer. The Organization further agrees and warrants that if at any time it believes conditions to be unsafe, the Organization will immediately discontinue further participation in the use of the Trailer.

FULLY UNDERSTAND THAT: (a) the use of the Trailer may include certain risks which would be standard while being around or working on automobiles and equipment used to clean such as soaps, water and hoses; (b) these Risks and dangers may be caused by the Organization's own actions or inaction's, the actions or inaction's of others participating in the use of the Trailer, the condition in which the use of the Trailer takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to the Organization or not readily foreseeable at this time; and the Organization FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that the Organization incurs as a result of participation in the Activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Noakers Autobody LLC, their respective members, managers, agents, officers, and employees, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT OPERATIONS AND FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT should anyone make a claim against any of the Releasees which is in anyway based or related to the Organization's use of the Trailer, THE ORGANIZATION WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

HAVING READ THIS AGREEMENT, INTENDING TO BE LEGALLY BOUND, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT THE ORGANIZATION HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVING SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

ORGANIZATION:

Date: _____ BY: _____(SEAL)