



# MILNE TOWING SERVICES

1700 MARIETTA WAY  
SPARKS, NV 89431  
OFFICE: 775.359.0106  
FAX: 775.359.0155  
CPCN 8003

## Release of Liability and Waiver of Rights Damage Release

| VEHICLE DESCRIPTION                 |  |  |  |      |  |  |  |       |  |  |  |  |  |  |  |
|-------------------------------------|--|--|--|------|--|--|--|-------|--|--|--|--|--|--|--|
| YEAR                                |  |  |  | MAKE |  |  |  | MODEL |  |  |  |  |  |  |  |
|                                     |  |  |  |      |  |  |  |       |  |  |  |  |  |  |  |
| VEHICLE IDENTIFICATION NUMBER (VIN) |  |  |  |      |  |  |  |       |  |  |  |  |  |  |  |
|                                     |  |  |  |      |  |  |  |       |  |  |  |  |  |  |  |

BY SIGNING THIS DOCUMENT, I, ON BEHALF OF MYSELF AND, AS APPLICABLE, MY PRINCIPAL, HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BAUMBACH ENTERPRISES, LLC, a NEVADA LIMITED LIABILITY COMPANY, D/B/A MILNE TOWING SERVICES (“Milne”).

I, as the owner, or the authorized agent of the owner, of the vehicle identified above (the “Vehicle”), desire to engage Milne, on behalf of myself and, as applicable, my principal, to transport the vehicle. I have been advised by Milne that, due to the vehicle modifications and/or the location of the vehicle, its surrounding environment, and the recovery methodologies available, Milne will not be responsible for any damage that may occur during the transportation (including recovery, loading, transportation, and unloading) of the vehicle. In consideration of the transportation of the Vehicle (the “Services”), I hereby irrevocably and unconditionally agree for myself and my personal representatives, spouse, heirs, next-of-kin, insurers, successors, and assigns, and, as applicable, my principal and his, her, or its personal representatives, spouse, heirs, next-of-kin, insurers, successors, assigns, affiliates, directors, officers, and employees, to all the terms of this Release of Liability and Waiver of Rights (this “Release and Waiver”).

This Release and Waiver shall be binding upon and enforceable against (a) and my personal representatives, spouse, heirs, next-of-kin, insurers, successors, and assigns and (b) as applicable, my principal and his, her, or its personal representatives, spouse, heirs, next-of-kin, insurers, successors, assigns, affiliates, directors, officers, and employees, in each case ((a) and (b)) without limitation.

It is my and, as applicable, my principal’s desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between Milne, on the one hand, and me and, as applicable, my principal, on the other hand, and supersedes any previous or contemporaneous discussions or agreements between us in



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respect of these matters.

I, on behalf of myself and, as applicable, my principal, specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable local, state, and/or federal laws, ordinances, statutes, rules, and/or regulations (collectively, "**Applicable Law**"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and Waiver shall be construed and interpreted as broadly as possible under the Applicable Law of the State of Nevada.

I represent and warrant that: (a) I am the owner, or authorized agent of the owner, of (i) the Vehicle to be transported (the "**Vehicle**"); (b) if I am not the owner of the Vehicle, I have the authority to enter into this Release and Waiver on behalf of the owner of the Vehicle.

In addition, I hereby irrevocably and unconditionally agree for myself and my personal representatives, spouse, heirs, next-of-kin, insurers, successors, and assigns, and, as applicable, my principal and his, her, or its personal representatives, spouse, heirs, next-of-kin, insurers, successors, assigns, affiliates, directors, officers, and employees (hereafter collectively referred to as "**me**" or "**I**") as follows:

- 1. ASSUMPTION OF RISK.** My choice to engage the Services is knowing and voluntary. I understand that the Services involve inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the Vehicle. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.
- 2. RELEASE FROM LIABILITY.** I fully and forever release and discharge Milne and its respective affiliates, directors, officers, members, employees, agents, and insurers, and all others involved in the Services (hereafter collectively referred to as "**Milne**") from any and all losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with the Services, even if it is due to the negligence, injudicious act, omission, or other fault of Milne.
- 3. INDEMNITY.** I will defend, indemnify, hold harmless, and reimburse Milne from and for all damages, losses, costs, or expenses (including legal fees) incurred by Milne or paid by them to any person (including me or my insurers) in respect of any accident, loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with the Services. I will reimburse Milne if anyone makes a claim against Milne in connection with the Services, including, without limitation, any accident the Vehicle may be involved in or any loss or damage to the Vehicle, or other parties or property, however caused.
- 4. COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against Milne, nor join or assist in the prosecution of any claim for money or other damages



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which anyone may have, on account of losses or damages sustained by me, other parties, or my (or others') property in connection with the Services, and I waive any right I may have to do so. This means that I cannot sue to hold Milne responsible for any loss or damage sustained by me, other parties, or my (or others') property in connection with the Services, even if it is due to the negligence, injudicious act, omission, or other fault of Milne. I waive my insurers' right to make a claim against Milne based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Milne.

I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF MILNE IN RENDERING THE SERVICES, INCLUDING, WITHOUT LIMITATION, TO TRANSPORT THE VEHICLE.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MILNE.**

My Full Legal Name:

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date: \_\_\_\_\_