

## AGREEMENT AND RELEASE OF LIABILITY

This agreement is for the use and operation of a truck ("Truck") owned by Fred Adams PC, a private company, by the driver listed below ("Driver"). In consideration of the use of the Truck at no monetary charge to Driver, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Driver agrees to the following terms and conditions. This form must be completed and signed prior to any use of the Truck by Driver.

Driver's Name \_\_\_\_\_

Address \_\_\_\_\_

Driver's Lic. No. State/Expiration Date \_\_\_\_\_

Driver's Insurance Co. and Policy No. \_\_\_\_\_

The terms "Driver", "I", "me", and "my" refer to the person named above who signs this Agreement as Driver, and who is liable for the obligations set forth in this Agreement.

Any and all references to "Fred Adams PC" in this agreement shall include said company and any affiliated companies, and the companies' directors, officers, employees, principals, agents, affiliates and assigns.

Description of Truck 1997 Chevrolet Silverado 2500 Long Bed Pick Up Truck Oregon Lic. # 037 GNM

Current Mileage/Fuel Level # of Keys \_\_\_\_\_

The term "Truck" means the truck specified above, including all tires, tools, Truck documents, keys, accessories, equipment and license plates.

Driver agrees to return the Truck full or gas, or at least as full as when picked up, on or before the date and time and at the location specified here:

Time, date and location of Truck pick up \_\_\_\_\_

Time, date and location of Truck return \_\_\_\_\_

**PLEASE NOTE: The truck may be operated only by the Driver listed above. The Truck is not to be operated by anyone other than the person who signs this agreement.**

1. RETURN OF TRUCK. I will return the Truck on or before the date and time indicated above, in the same condition as when received, excepting ordinary wear and tear from proper use. In the event of loss or damage to the Truck, I will be responsible for the cost of all repairs and replacement of the Truck.
2. MY REPRESENTATIONS. I represent to Fred Adams PC that (a) I am at least twenty one years of age and am in sound medical condition; (b) I understand that unique risks are involved in the operation of the Truck and agree to assume those risks; (c) I possess the skill, knowledge, confidence, and experience necessary to operate the Truck in a safe manner; (d) I will not operate the Truck without observing all safety precautions required by law; (e) I possess a valid Driver's license that qualifies me to operate a truck in Oregon with the same rating as the Truck; and (f) I will operate the Truck in compliance with all laws and I am not nor will I be under the influence of an alcoholic beverage or a controlled substance or any prescription or nonprescription drug which could impair my ability to operate the Truck.
3. WARRANTIES. I UNDERSTAND THAT FRED ADAMS PC HAS NOT MADE, DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRUCK, INCLUDING BUT NOT LIMITED TO, IT'S DESIGN, CAPACITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE. I AGREE THAT FRED ADAMS PC WILL NOT BE LIABLE TO ME FOR ANY LOSS, CONSEQUENTIAL OR OTHER, DAMAGES, OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY, OR ARISING IN CONNECTION WITH, THE TRUCK ITS USE, OPERATION OR FAILURE TO OPERATE, MAINTENANCE OR FAILURE TO BE MAINTAINED, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE TRUCK.
4. WAIVER OF LIABILITY. I release, waive, discharge, covenant not to sue and agree to hold Fred Adams PC, and its affiliated companies, and their directors, officers, employees, principals, agents, affiliates and assigns (release parties), harmless from and against any and all claims, damages, losses, liabilities, legal proceedings, whether civil or criminal, penalties, fines, or other sanctions, that may have accrued or may accrue in the future against any released party, directly or indirectly, arising out of or relating in any respect to the use or operation of the truck by me or any other person who uses or operates the truck before I have returned the truck to Fred Adams PC, at the location described above. This waiver and release will include, but not be limited to, any injury, damage, or loss to any person or property which may be: (a) caused by any negligent act or failure to act by an released party; or (b) sustained by me before, during or after the rental. This waiver and release does not release Fred Adams PC from any liability that cannot be effectively released by me under applicable law.
5. OWNERSHIP AND USE. Fred Adams PC is the owner of the Truck, and neither I nor anyone else will acquire any interest in the Truck by reason of this Agreement, except my right to possess and use the Truck as Driver for the time period indicated above and in

accordance with this Agreement. I will not operate the Truck outside of the state of Oregon. I understand Fred Adams PC may revoke my use at any time and I will immediately surrender Truck upon such revocation. I will immediately report any mechanical failures to Fred Adams PC. I will not service the Truck, repair the Truck or replace any part or accessory of the Truck, without Fred Adams PC's prior approval or such action shall be at my expense. In the case of an accident involving the Truck, I will notify Fred Adams PC immediately.

6. UNANTICIPATED CHARGES. I agree to pay all of the following charges that may come due: (a) all fees, fines, penalties, forfeitures, court costs, and other expenses (including, without limitation, recovery, and expenses for parking, traffic and other violations including towing or storage liens and charges) that may be assessed against Fred Adams PC, but which are due by reason of my care, custody, control, possession, operation or use of Truck; (b) Fred Adams PC's costs, including reasonable attorney's fees, paralegal's fees, and court costs through trial and appeals incurred in collection of any and all charges due from me to Fred Adams PC pursuant to this Agreement; (c) a reasonable fee if it is necessary to clean the Truck upon return for excessive, stains, dirty or soilage attributable to my use; and (d) if I am in default under this Agreement, I will be liable for any and all additional damages to Fred Adams PC.
7. PROHIBITED USE OF TRUCK. I will not use or permit the Truck to be used: (a) by any person other than me; (b) to carry passengers or property for hire; (c) to tow or push anything; (d) by an person who is prohibited by law from operating a motor vehicle; (e) by any person who is under the influence of alcohol or a controlled substance, or a prescription or nonprescription drug which could impair the operator's ability to operate the Truck; or (f) for an illegal purpose. A violation of this paragraph automatically terminates authorized use of the Truck.
8. LIMITED INSURANCE. I understand that I am responsible for any required insurance that covers my use and operation of the Truck. Fred Adams PC shall provide limited Insurance covering the operation of the Truck, but I understand that unless required by applicable law, Fred Adams PC does not provide: (a) insurance coverage for fines, penalties, punitive or expemprary damages; (b) insurance coverage for bodily injury to, or death of, myself while not an operator, or any member of my family or the operator's family; (c) defense against any claim after applicable limits of coverage furnished by Fred Adams PC have been tendered; or (d) supplementary no fault, noncompulsory uninsured motorist coverage, and any other optional or rejectable coverage. Where any of these coverages are required or implied by law, the limits of Fred Adams PC's coverage will be the minimum required under applicable status.
9. REPOSSESSION. Fred Adams PC can repossess the Truck anytime its use has been revoked or it is found illegally parked, being used to violate the law or the terms of this Agreement, or appears to be abandoned. Fred Adams PC can also repossess the Truck anytime Fred Adams PC discovers that I made a misrepresentation in this Agreement. I waive, to the extent permitted by applicable law, any and all rights to prior notice and/or hearing prior to the repossession of the Truck by Fred Adams PC or Fred Adams PC's employees, agents or contractors. Upon repossession, Fred Adams PC is not responsible for loss or damage to any property left in the Truck.
10. PROPERTY IN TRUCK. Fred Adams PC is not responsible for the loss or damage to any property left, stored, or transported by me, or any other person, in or upon the Truck, or Fred Adams PC's premises or received by Fred Adams PC, either before or after the return of the Truck, regardless of who is at fault for the damage or loss.
11. NO ASSIGNMENT. I will not transfer, assign, or sublease any of my interest in this Agreement or the Truck and any such attempted assignment, sublease or transfer is void and of no effect.
12. ATTORNEY FEES. In the event of any litigation to enforce the provisions of this Agreement, or arising out of Driver's use or operation of the Truck, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in such litigation including staff time, court costs, attorney's fees and all other related expenses.
13. NO PARTNERSHIP. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties.
14. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be void, invalid or unenforceable, that provision shall be severed from the remainder of this Agreement so as to not cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope and breadth, such provisions shall be deemed valid to the extent of the scope and breadth permitted by law.
15. ENTIRE AGREEMENT MODIFICATION. This Agreement and any document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to in such documents. This Agreement and all such documents supersedes all prior agreements and understanding among the parties with respect to the subject matter hereof.
16. AGREEMENT NOT CONSTRUED AGAINST DRAFTER. Each of the parties and his or her counsel, if any, has reviewed, revised and negotiated or had the opportunity to negotiate the terms and conditions, and language of this Agreement. The rule of construction against the drafting party shall not be applied in interpreting this Agreement.
17. PERSONAL INFORMATION. I understand that the personal information I have disclosed in this agreement will be collected and stored by Fred Adams PC, for purposes of supplying Fred Adams PC, with a record of my use of the Truck. By signing this agreement, I authorize Fred Adams PC to keep my personal information and use of my personal information in the event of a dispute regarding this agreement or my use or operation of Truck.

**AFTER READING AND UNDERSTANDING ALL THE PAGES OF THIS AGREEMENT I AGREE TO ITS CONTENT.**

Executed and agreed on \_\_\_\_\_, 20\_\_

Driver \_\_\_\_\_ Fred Adams PC \_\_\_\_\_