

Moving Van Use Agreement and Release of Liability

This Use Agreement and Release of Liability (the "Agreement and Release") is executed on this ____ day of _____, 20__, by and between _____ (the "Client") and The Lifestyle Group, LLC, an Alabama limited liability company (the "Lifestyle Group").

WHEREAS, Lifestyle Group is the owner of a 2017 Ford E350 Cutaway moving van (the "Moving Van"); and

WHEREAS, Client desires to utilize Moving Van for the Client's benefit in transporting personal property such as furniture and other household goods as part of a residential home move; and

WHEREAS, Client understands there are risks to the Client's person and property associated with the use of Moving Van, including damage or destruction of property and bodily injury.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Use of Moving Van. Client acknowledges that Moving Van is the property of Lifestyle Group and that Client received Moving Van in good condition. Client is entitled to use Moving Van from _____, 20__ to _____, 20__. Client agrees to return Moving Van on _____, 20__ to Lifestyle Group in the same condition Client received it, ordinary wear and tear excepted. Client agrees not to use Moving Van in violation of any federal, state, or municipal law, ordinance, rule, or regulation governing the use of Moving Van, nor remove Moving Van from the State of Alabama without the written consent of Lifestyle Group. The Moving Van shall not be operated or driven: (a) in violation of any of the terms of this Agreement and Release; (b) by any person under the age of twenty-five (25) years old; (c) by any person without a valid driver's license or by a driver who has given a false name, age or address; (d) by any person who does not have at least the minimum motor vehicle insurance as required by the laws of the State of Alabama; or (e) by any person other than Client who signed this Agreement and Release. Lifestyle Group reserves the right to hold Client responsible for any and all loss of or damage to Moving Van resulting from any cause. Client shall not engage in any willful or wanton misconduct, including the failure to use seatbelts, use when overloaded, or failing to properly lock or secure Moving Van. Client assumes sole responsibility for the safety and care of any personal property Client elects to transport in Moving Van.

2. Waiver & Release. By signing below, Client acknowledges that Client fully understands and agrees that Lifestyle Group shall be free of any liability of claims arising by reason of any injury or illness related to the Client's use of Moving Van. Client, for himself and his heirs, executors, and assigns, hereby releases, waives, discharges and holds harmless Lifestyle Group and its successors and assigns, employees and any related entities, from any liability, claim and demands of any nature, either in law or in equity, which arise or may hereafter arise from the use of Moving Van by Client. Client understands and acknowledges that this Agreement and Release discharges Lifestyle Group from any liability or claim that Client may have against Lifestyle Group with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from Client's use of Moving Van.

3. Insurance. Client understands that Lifestyle Group does not assume any responsibility for or obligation to provide Client, or his agents, with financial or other assistance, including but not limited to medical, health, or casualty insurance. Client expressly waives any such claim for compensation or liability on the part of Lifestyle Group beyond what may be offered freely by Lifestyle Group in the event of injury or medical expenses incurred by Client. Neither Client or any other driver of Moving Van shall be deemed the agent, servant or employee of Lifestyle Group for any reason or any purpose.

4. Medical Treatment. Client hereby releases and forever discharges Lifestyle Group from any claim whatsoever which arises or may hereafter arise on the account of any first-aid treatment or other medical services rendered in connection with an emergency during Client's use of Moving Van.

5. Assumption of Risk. Client desires to use Moving Van, including driving, loading, unloading, and operating Moving Van and acknowledges there are dangers and risks of personal injury, death or property loss or damage inherent in these activities. In consideration of the opportunity to utilize Moving Van, Client hereby releases and discharges Lifestyle Group from all claims, actions or liability arising out of or resulting from any activities associated with Moving Van. Client hereby agrees to indemnify and hold harmless Lifestyle Group from and against all claims, actions or liability arising out of or resulting from any activities related to Client's use of Moving Van.

6. Rules and Obligations. Lifestyle Group has posted rules and obligations for the use of the Moving Van inside the Moving Van's cab. Client shall abide by said rules and obligations as if the same were expressly incorporated herein. Client agrees to indemnify and hold harmless Lifestyle Group for any loss incurred by reason of Client not abiding by said rules and obligations.

7. Governing Law; Severability. Client agrees that this Agreement and Release shall be governed and interpreted in accordance with the laws of the State of Alabama. Client agrees in the event that any clause or provision of this Agreement and Release is deemed invalid, the enforceability of the remaining provisions of this Agreement and Release shall not be affected.

BY SIGNING BELOW, I EXPRESS MY UNDERSTANDING AND INTENT TO ENTER INTO THIS AGREEMENT AND RELEASE OF LIABILITY WILLINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, the parties have caused this Agreement and Release to be executed as of the date first written above.

Client Name: _____ Client Signature: _____

The Lifestyle Group, LLC Signature: _____