

TERMS AND CONDITIONS

The person signing below (referred to herein as "I" or "me") desires to receive certain services (the "Services") provided by Care to Ride, LLC ("CTR"), which Services may include, without limitation, transportation, help with errands, and other general assistance. The Services may be provided to me personally or to my ward(s). The Services are provided at the rates set forth on caretoride.com/rates, as may be updated from time to time. I agree to pay the rate at the conclusion of the Services. I understand that the Services are made available solely for my (or my wards') personal, noncommercial use. I understand that CTR reserves the right to refuse Services to anyone. As lawful consideration for the Services, I agree to be bound by all of the terms and conditions set forth in this agreement.

Any minor accompanying me shall also be bound by these terms. And I represent and warrant that I have the ability and legal right to waive and release on behalf of any such minor the rights waived and released by me below. Any reference to "I" or "me" includes all minors that accompany me in the use of the Services.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

CTR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, CTR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES. I AGREE THAT THE ENTIRE RISK ARISING OUT OF MY USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH ME, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

IN CONSIDERATION OF the Services, **I, on behalf of myself and my wards (including minor children for which I am guardian), my heirs and assigns, irrevocably release and waive all claims, causes of action and other rights against CTR, its employees, directors, agents, principals, directors and agents ("Released Parties") arising from any loss, injuries, or harm of whatsoever nature arising from or related to the Services whether or not the injury resulted in whole or part from any negligence of any Released Parties.**

I agree to use all Services provided by Released Parties in accordance with all federal, state, and local laws and regulations. I agree that my use and enjoyment of the Services is at my sole risk. My choice to use the Services is knowing and voluntary. I understand that the Services involve inherent risks and dangers of accidents, emergency treatment, property loss or damage, or bodily injury. These may result not only from the actions or inactions of CTR, but also from the actions, inactions, or negligence of others. Further, there may be other risks not known 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. I also recognize that the CTR personnel who may assist me in providing the Services are not medically trained. If I have a medical condition that relates to or impacts the provision of the Services, I agree it is my duty to disclose this condition prior to accepting the Services.

I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with the Services and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

I agree to indemnify, save and hold harmless the Released Parties and each of them from any loss, liability, damage, demand, cost, claim, or expense, including without limitation related attorney fees arising from or related to my negligence, willful misconduct, breach of these terms, or misuse of the Services.

Released Parties shall not be liable to me for any liability claims, loss, damages or expenses of any kind, including special, consequential, indirect, exemplary, punitive or incidental damages, including lost profits, lost data, personal injury or property damage, whether foreseeable or unforeseeable, related to, in connection with, or otherwise

resulting from the Services. **In no event shall any damages claimed by me against any Released Party exceed the lesser of (i) \$500 or (ii) the amount of fees that I have paid to CTR, and no such limitation shall apply to my indemnification of CTR.**

I agree that any dispute, claim or controversy arising out of or relating to these terms or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between CTR and me under the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect. I acknowledge and agree that CTR and I are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding.

CTR may, from time to time, in its discretion and without notice or consent from me, utilize Uber in providing the Services. I agree to be bound by the Uber Terms of Use found at uber.com/legal/terms/us/ (as updated). I also authorize CTR as my agent to execute and deliver the Uber Terms of Use on my behalf, which shall have the same effect as if the Uber Terms of Use had been personally executed and delivered by me.

These terms shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any conflict of law principles.

These terms are available online at www.caretoride.com and are subject to change by CTR at any time and without notice. I agree to be bound by these terms and any subsequent revisions thereto.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Date: _____

Signature

Name: _____

Address: _____

Phone: _____

Email: _____

Name(s) of Wards or Minors:

Parent/Guardian Signature

BY PROVIDING THE FOLLOWING INFORMATION I AGREE TO ALLOW CTR TO CHARGE MY CREDIT CARD TO PAY THE SERVICE FEE.

CC Number: _____

Billing Address (if different from above):

CVC Code: _____

Expiration: _____

