

# Release of Liability Form for Uplift Rider

## *RELEASE OF LIABILITY*

### *READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS*

In exchange for participation in the activity of Dispatching and Coordinating the use of Uber and Lyft Transportation Services for as long as you participate in the Uplift program organized **by Uplift Transportation Services** and all **Chapters and their Coordinators and affiliates who sponsor the rides.**, of 2550 Hamilton Mill Rd, Ste. 300, Buford, Georgia, 30519 and/or use of the property, facilities and services of Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides., **I agree for myself and (if applicable) for the members of my family, to the following:**

**1. AGREEMENT TO THE FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides., or the employees, representatives or agents of The Source Church, Inc. and Life Empowerment Enterprises, Inc. DBA Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides..

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge The Source Church, Inc. and Life Empowerment Enterprises, Inc. DBA Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides. for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides., whether caused by the fault of myself, my family, The Source Church, Inc., and Life Empowerment Enterprises, Inc. DBA Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides. or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend The Source Church, Inc. and Life Empowerment Enterprises, Inc. DBA Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides. against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of The Source Church, Inc. and

Life Empowerment Enterprises, Inc. DBA Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides.

**4. FEES.** I agree to pay for all damage to the facilities of The Source Church, Inc. and Life Empowerment Enterprises, Inc. DBA Uplift Transportation Services and all Chapters and their Coordinators and affiliates who sponsor the rides. caused by any negligent, reckless, or willful actions by me or my family.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Georgia law.

Further disputes rider agree that the courts located in Gwinnett County will have jurisdiction over any and all disputes that may arise under the release.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that The Source Church, Inc. and Life Empowerment Enterprises, Inc. DBA Uplift Transportation Services and all Chapters and their Coordinators and affiliates sponsor the rides. has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement. The term of this release should be effective as long as you the rider participate in the Uplift program.

**9. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

You must complete the form only once for all rides.

Reading and Signing this form means you agree to release said organizations of any and all liabilities of using rideshare.

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**Chapter Org. Representative Signature**

**Date:**

X \_\_\_\_\_

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**Person/Parent/Guardian Signature**

**Date:**

X \_\_\_\_\_

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