

## **Release and Waiver of Liability and Indemnification Agreement**

In consideration of being permitted to provide services to ClusterTruck Transportation, LLC, an Indiana limited liability company ("**ClusterTruck**"), I hereby release, waive, discharge and covenant not to sue ClusterTruck, its parent or affiliates, officers, agents or employees ("Releasees") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with my participation in such activity, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, strict liability or otherwise.

I understand that participation in this activity involves an inherent risk of personal injury and even death, and I hereby elect to voluntarily participate in said activity knowing that the activity may be hazardous to me and my property. I understand that ClusterTruck does not require me to participate in this activity. I assume full responsibility for any risks of loss, property damage or personal injury, including death, that I, or my property, may sustain as a result of being engaged in such activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in this activity.

I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in the activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

It is my express intent that this Release and Waiver of Liability and Indemnification Agreement ("Release") bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Releasees.

I agree and covenant that I shall not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning ClusterTruck or Releasees now or in the future.

I further covenant and agree that this Release shall be construed in accordance with the laws of the State of Indiana and that any mediation, suit or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in Indiana and the federal or state courts of Indiana.

Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.