

## Liability Waiver

- If you book a limousine, shuttle bus, town car, party bus or any other transportation with Sean Michaels Entertainment Group and its affiliates, WE ARE NOT RESPONSIBLE FOR ANY INJURY FOR ANY REASON AT ANY TIME.
- In consideration for receiving permission to participate with Sean Michaels Entertainment Group and owners and affiliates , I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE and their officers, agents, servants, or employees (hereinafter referred to as RELEASES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me and/or other family members that are using the transportation service, or any of the property belonging to me and/or other family members that are using the transportation service WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
- I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or road hazards. I hereby elect to VOLUNTARILY PARTICIPATE in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASES OR OTHERWISE.
- I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASES from any loss, liability, damage or costs, including court costs and attorney fees that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASES OR OTHERWISE.
- It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Indiana and Illinois.
- IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.
- Sean Michaels Entertainment Group is the same as Sean Michaels Ent.

Please remember that our terms and conditions are created for the safety of our passengers, employees, others and equipment. By making your reservation with Sean Michaels Entertainment Group, you agree to be bound by the following terms and conditions:

#### Service Rates, Deposits, Reservations and Cancellation Policy

Deposits Are Nonrefundable unless service is not provided. This Service can and will be a subcontracted service to affiliates of Sean Michaels Entertainment Group.

Sean Michaels Entertainment Group charges a 50% fee if you cancel 5 days prior to your booking date. However, there is no fee if you reschedule 5 days before your booked date. Keep in mind that we had to also make reservations on your behalf at certain locations.

Sean Michaels Entertainment Group does not issue refunds for last minute, no shows or day-of-your-service cancellation. A full fare rate will be charged. The amount is non-refundable in the event of any cancellation. Deposits are non-refundable in the event of a cancellation. Our rates can be subject to change without notice.

SEAN MICHAELS ENT CANNOT GUARANTEE THE TIME OF ARRIVAL AT THE MEETING POINT OR DESTINATION, AS IT MAY BE AFFECTED BY OCCURRENCES THAT ARE OUT OF OUR CONTROL, SUCH AS: TRAFFIC, ROAD AND WEATHER CONDITIONS.

IN CASE OF LATE ARRIVALS CAUSED BY THE FACTORS MENTIONED ABOVE, THERE WILL BE NO REFUNDING.

In case of "emergency" overtime, the client will be charged emergency overtime charges (by the minute). These can reach as much as 10 times the contracted hourly rate. If you need to extend your rental we will be happy to help you, unless the vehicle has already been already booked by someone else after your rental time is done. Just make sure you contact us and check the limo's availability.

OVERTIME IS POSSIBLE, BUT NOT GUARANTEED.

Sean Michaels ENT reserves the right to substitute the vehicle in case a last-minute mechanical malfunction or other unpredicted event puts a rented vehicle temporarily out of service. Depending on the availability, the alternate vehicles may have different size and features than the initial one.

No refunds or discounts will be awarded if the substitute vehicle arrives at the meeting point on the agreed schedule.

#### Drugs and Alcohol Policy

NO ILLEGAL DRUGS CAN BE CARRIED OR USED IN THE SEAN MICHAELS ENT VEHICLES. If any illegal activity takes place inside the vehicle, the chauffeur may terminate the trip with no refunds and has the obligation to call the police.

SMOKING IS STRICTLY PROHIBITED IN OUR VEHICLES. Failure to comply will result in a \$120 fine and the chauffeur may terminate the trip with no refunds. Feel free to ask the chauffeur to stop for smoke breaks as many times as you need. A minimum \$200 cleanup fee will be applied if smoking occurs in one of our vehicles.

NO UNDERAGE DRINKING OR POSSESSION OF ALCOHOL IS PERMITTED. In case this occurs, the Limo & Party Bus chauffeur may terminate the trip with no refunds and the minors will be dropped off in a safe location.

#### Cleaning and Damage Fees

Sean Michaels ENT reserves the right to charge additional cleaning and damage fees if during or after the limo ride, extensive cleaning is required due to client's actions. Fees may vary from \$30 to \$200 depending on extent of damage, the extra hours of clean up and professional steam-cleaning needed. Severe cases that request upholstery or replacement of carpeting may even run up to \$1,000.

During the rental, it is the client's full responsibility to take care of his belongings. Please be sure to gather all your belongings at the end of the rental. However, for any lost and found items, do not hesitate to contact us. We are not responsible for any stolen or missing personal items.

LIMO & PARTY BUS CANNOT BE HELD LIABLE FOR ANY PERSONAL OR MATERIAL DAMAGE CAUSED BY THE HIRER DURING THE TRANSPORTATION SERVICE. TO THE EXTENT PERMITTED BY FEDERAL LAWS, LIMO & PARTY BUS FULL OR IN PART LIABILITY IS LIMITED TO THE COST OF THE HIRE AND ONLY UNDER THE TERMS OF THIS AGREEMENT. NO LIMO & PARTY BUS (THE HIRER) EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE OR WAIVE REQUIREMENTS STATED IN THE CONDITIONS OF TRANSPORTATION OR SERVICE.

SEAN MICHAELS ENT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE ANY PORTION OF THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT PRIOR NOTICE. CHANGES TO THESE TERMS AND CONDITIONS WILL BE EFFECTIVE WHEN NOTICE OF SUCH CHANGE IS POSTED. TERMS AND CONDITIONS SHALL BE DEEMED COMPLETE AND EFFECTIVE UPON POSTING ON THIS WEBSITE.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. IF ANY OF THE ABOVE TERMS OR CONDITIONS ARE NOT RESPECTED BY ME (THE HIRER) OR ANYONE IN MY PARTY, THE RENTAL AGREEMENT WILL BE TERMINATED WITHOUT REFUND.

#### Waiver

Released Parties include Sean Michaels Entertainment Group and its staff, Affiliates, agents, contractors, insurers, equipment suppliers, event sponsors, organizers, promoters, officials, property owners and advertisers. Releasing Parties include the participant as well as the participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns or anyone else who might claim or sue upon the participant's behalf.

#### Rules and Regulations

1. I grant Sean Michaels Ent permission to use photos and/or videos of me for promotional purposes including, but not limited to use on social media sites.
4. Any person arriving in an intoxicated condition shall not be allowed inside the limousine.
5. If a passenger feels ill, request that the chauffeur pull over immediately. Incidents are subject to additional fees.
6. Liability for any damages to the vehicle, which are caused by the passenger(s), will be charged as additional fees.
7. If ANY illegal activity is suspected or occurs during service, Sean Michaels Ent will terminate service immediately.
8. No person shall stand out the sunroof or window. Violations are subject to the Vehicle code. A \$100 charge plus any damages will be charged for tampering with the emergency exit or hanging out the windows (or throwing things out the window).
9. There is zero tolerance for any physical or mental abuse to the driver.
10. There is a \$300 minimum charge for vomiting (or other bodily fluids) in the limousine and \$100 if it gets only on the outside of the limousine.

#### Acknowledgement of Understanding

I have read this agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Sean Michaels Entertainment Group or the INHERENT RISKS of the activity, to the greatest extent allowed by law.