



**NOTICE OF RISK; DISCLAIMER OF LIABILITY; WAIVER OF CLAIMS**

The act of towing, storing, recovering, winching, and/or jumpstarting a vehicle involves inherent risks of damage to the vehicle. Such damage includes, but is not limited to: paint scratches, dents and dings, recovery damage, winching damage, general damage, and electrical damage caused by jumpstarts. The risk of damage is further increased when a vehicle has been modified from its original factory condition.

I \_\_\_\_\_ (Vehicle Owner/Driver) hereby certify that I have authority to consent to the towing, recovering, winching, and/or jumpstarting of the listed vehicle. I further certify that I have authority to waive liability of damage to said vehicle. I have read and understand the inherent risk of potential vehicle damage when towing, recovering, winching, and/or jumpstarting a vehicle. With full knowledge of risk for potential damage when towing, I request and consent to have Evergreen State Towing/Spokane Valley Towing provide towing, recovering, winching, and/or jumpstarting services for the vehicle described below:

Make:		Model:		Year:		VIN:	
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In consideration of the benefits received, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

**ASSUMPTION OF THE RISK AND RELEASE.** I have read the above notice carefully and acknowledge that there are inherent risks of vehicle damage involved with towing, storing, recovering, winching, and/or jumpstarting a vehicle. I acknowledge that there may be other risks not known or reasonably foreseeable at this time. I fully, willingly, and voluntarily agree to accept and assume all risks of damage to the above listed vehicle, both known and unknown, even if arising from the negligence of EVERGREEN STATE TOWING/SPOKANE VALLY TOWING, its directors, officers, employees, volunteers, representatives, and agents, (collectively "Releasees") in requesting and consenting to the towing, storing, recovering, winching, and/or jumpstarting of the above listed vehicle.

**RELEASE AND WAIVER.** I acknowledge the risk associated with towing, storing, recovering, winching, and/or jumpstarting a vehicle as indicated above. I hereby agree that in consideration for the benefits received, I waive, release, and forever discharge all Releasees listed above from any and all liability, including but no limited to, liability arising from the negligence or fault of the entities or persons released, for property damage, property theft, or actions of any kind which may hereafter occur to the above listed vehicle whether foreseeable or not.

**INDEMNIFICATION AND HOLD HARMLESS.** I further agree to hold the Releasees harmless from and against any and all claims, demands, losses, orders, decrees, or judgments for damage to any person or property arising or resulting from any negligent or intentional act or omission on the

part of said party or its agents, employees, or volunteers associated with the towing, storing, recovering, winching, and/or jumpstarting the above listed vehicle. I further agree that if, despite this release and wavier of liability, assumption of the risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless, each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

**APPLICABLE LAW.** The release of liability is governed by the laws of the state of Washington and any applicable federal law.

**HEADINGS.** The headings in this release have no force or effect and are used solely as reference.

**SEVERABILITY.** If any term of this release of liability and waiver of claims is found to be invalid or unenforceable, then this release of liability, including all remaining terms, will remain in full force and effect as if such valid or unenforceable term had never been included.

**COMPLETE AGREEMENT.** This document constitutes the complete release of liability and waiver of claims and is an exclusive statement of the agreement. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty regarding any release of liability. This release of liability and waiver of claims form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE CAREFULLY READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS THE RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND A CONTRACT AND I WILLINGLY AGREE TO BE BOUND BY IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILTY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
Vehicle Owner/Driver Signature                                  Date                                  signed in \_\_\_\_\_ County

\_\_\_\_\_  
Vehicle Owner/Driver Printed Name  
(Please Print Legibly)

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Important: This is a legal document. Please read carefully**