



Sunrise USA Moving
 3183 Wilshire Blvd Ste 196B4, Los Angeles, CA 90010
 818-471-0641 | info@sunriseusamoving.com
 www.sunriseusamoving.com

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

CUSTOMER INFORMATION

Name: _____

Address: _____

In exchange for participation in the activity of Moving Services organized by Sunrise USA Moving, of 3183 Wilshire Blvd #196b4, Los Angeles, California, 90005 and/or use of the property and services of Sunrise USA Moving, I agree for myself and (if applicable) for the members of my family, to the following:

Items description:

1. ACKNOWLEDGEMENT OF RISK. I acknowledge that packing, loading, transporting and unloading property creates certain risks to my property and my person. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc., including risks to carpets and hardwood flooring, as well as risk of loss of cash, checks, bonds, jewelry, deeds, coin and stamp collections, alcohol, prescription medications, damaged to fur or items lined with fur, particleboard furniture, firearms and/or ammunition and plasma televisions.

COMPANY STRONGLY RECOMMENDS THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH.

I further understand that disconnecting, transporting, or preparing home appliances for use after transportation is dangerous and could result in injury or damages. In particular, appliances may be disconnected or installed improperly and result in flooding, electrocution or fire. COMPANY STRONGLY RECOMMENDS THAT YOU HIRE A PROFESSIONAL SERVICE PROVIDER TO DISCONNECT AND INSTALL ALL APPLIANCES. I acknowledge that the disconnection and installation of home appliances is my personal responsibility and not Company's.

I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) for damages to my property or person resulting from COMPANY'S NEGLIGENCE during the move or resulting from an improperly disconnected or improperly installed home appliance. Notwithstanding, the foregoing, I acknowledge Company is only responsible for \$.40 per pound of damaged or missing items and that I have had the opportunity to seek a higher degree of protection through insurance. I agree that I may not bring any claim for lost or damaged items more than three (3) months after the move. By bringing a claim, I agree to permit Company any reasonable means to investigate my claim. I further acknowledge that Company is not responsible for the contents of any box it did not pack. And, Company's responsibility only extends to items while under its care and custody and terminates when it leaves the premises.

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 Sunrise USA Moving for injury, loss or damage arising out of my or my family's use of or presence upon the services of Sunrise USA Moving, whether caused by the fault of myself, my family, Sunrise USA Moving or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Sunrise USA Moving 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 services of Sunrise USA Moving.

4. FEES. I agree to pay for all damages to the services of Sunrise USA Moving 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 California law.

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 Sunrise USA Moving has offered to refund any fees I have paid to use its services 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. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

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.

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.

10. EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

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

By: _____ Date: _____