

MyAmbulex LLC Transportation Platform Liability Waiver and Release

Participant: [NAME] **Date:** [DATE]

Company: MyAmbulex LLC

Address: 1441 Woodmont Lane NW, #749, Atlanta, GA 30318

Phone: 404-301-0535

Email: info@MyAmbulex.com

IMPORTANT NOTICE - READ CAREFULLY

This document affects your legal rights. By signing, you are agreeing to give up certain legal claims you might otherwise have.

1. ACKNOWLEDGMENT OF PLATFORM SERVICE

1.1 Platform Nature: I understand that MyAmbulex LLC operates a technology platform that connects riders with independent transportation providers. MyAmbulex LLC is NOT a medical transportation provider, medical service provider, or common carrier.

1.2 Independent Drivers: I understand that transportation services are provided by independent contractors who are not employees or agents of MyAmbulex LLC.

1.3 Direct Service Relationship: My transportation service contract is directly with the independent driver, not with MyAmbulex LLC.

2. ASSUMPTION OF RISK

2.1 Transportation Risks: I understand that medical transportation involves inherent risks including, but not limited to:

- Vehicle accidents and traffic incidents
- Medical emergencies during transport
- Equipment malfunctions or failures
- Weather-related delays or hazards
- Driver error or negligence

2.2 Medical Fitness: I certify that:

- I am medically fit to travel or have consulted with my physician
- I have disclosed all relevant medical conditions affecting safe transportation
- I understand that drivers are not medical professionals
- I am responsible for my own medical needs during transport

2.3 Voluntary Participation: I voluntarily choose to use the Platform and transportation services with full knowledge of the risks involved.

3. RELEASE AND WAIVER OF CLAIMS

3.1 Release of MyAmbulex LLC: I release and forever discharge MyAmbulex LLC, its officers, directors, employees, agents, and representatives from ALL claims, demands, damages, actions, or causes of action arising from or related to:

- My use of the Platform technology
- Transportation services provided by independent drivers
- Any injuries, damages, or losses during transportation
- Platform malfunctions or technical issues

3.2 Exceptions: This release does NOT apply to claims arising from MyAmbulex LLC's:

- Gross negligence or willful misconduct
- Violation of applicable laws
- Breach of express written warranties

3.3 Driver Liability: This waiver does NOT release independent drivers from liability for their own negligence or misconduct. Claims against drivers must be pursued directly with the driver and their insurance.

4. INDEMNIFICATION

I agree to indemnify and hold harmless MyAmbulex LLC from any claims, damages, or expenses arising from my use of Platform services or transportation, except those caused by MyAmbulex LLC's gross negligence or willful misconduct.

5. INSURANCE ACKNOWLEDGMENT

5.1 Driver Insurance: I understand that independent drivers are required to maintain commercial auto liability and other insurance coverage.

5.2 My Insurance: I acknowledge responsibility for maintaining appropriate health insurance and understanding my coverage for medical transportation.

5.3 Platform Coverage: I understand that MyAmbulex LLC's insurance does not cover transportation services provided by independent drivers.

6. EMERGENCY INFORMATION

Emergency Contact Name: _____

Phone: _____

Relationship: _____

Medical Provider: _____

Special Medical Needs: _____

7. LEGAL PROVISIONS

7.1 Georgia Law: This waiver is governed by Georgia law and shall be interpreted to provide the maximum protection allowed under Georgia law.

7.2 Severability: If any provision is unenforceable, the remainder shall remain in full effect.

7.3 Voluntary Execution: I acknowledge that I have read this document, understand its contents, and sign it voluntarily with full knowledge of its significance.

7.4 Legal Representation: I acknowledge that I have been advised to consult with an attorney before signing this waiver.

8. ACKNOWLEDGMENT AND SIGNATURE

I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

Participant Information: Full Name: _____ Date of Birth: _____

_____ Address: _____

Phone: _____

Email: _____

Medical Information: Primary Physician: _____ Medical Conditions: _____

_____ Current Medications: _____ Mobility Equipment
Needed: _____

Participant Signature: _____ **Date:** _____

Print Name: _____

Witness Signature: _____ **Date:** _____

Print Name: _____

This waiver has been reviewed by healthcare legal counsel and complies with Georgia law and medical transportation regulations.