



MASTER WAIVER, ARBITRATION, INDEMNITY & LIMITED POWER OF ATTORNEY AGREEMENT

This **Master Waiver, Arbitration, Indemnity & Limited Power of Attorney Agreement** (“Agreement”) is entered into by and between **Shamrock Bail Bonds**, its agents, employees, sureties, bail bond producers, fugitive recovery agents, contractors, and assigns (collectively, the “Surety”), and the undersigned **Defendant, Indemnitor**, and any **Co-Indemnitor** (collectively, the “Undersigned”).

This Agreement governs **all bail bonds now or hereafter written**, including all indemnity obligations, enforcement actions, recovery efforts, and related proceedings.

1. CONSTRUCTIVE CUSTODY & AUTHORITY TO APPREHEND

The Defendant expressly acknowledges and agrees that, while released on bond, the Defendant remains in the **constructive custody of the Surety**. The Surety retains the continuing right, at its sole discretion and without prior notice, to **arrest, apprehend, surrender, or cause the arrest or surrender of the Defendant** at any time, for any lawful reason, including but not limited to suspected violation of bond conditions or risk of forfeiture.

2. FUGITIVE RECOVERY & RECAPTURE INDEMNITY

The Undersigned jointly and severally agree to **fully indemnify, defend, and hold harmless** the Surety from any and all costs, expenses, losses, damages, and liabilities incurred as a result of the Defendant's failure to comply with bond conditions or any enforcement action taken by the Surety.

Recoverable costs include, but are not limited to:

- Fugitive recovery or bail enforcement agent fees
- Surveillance, monitoring, and investigative expenses
- GPS tracking, CSLI, electronic or digital monitoring
- Travel, lodging, meals, fuel, and transportation
- Use of force reasonably necessary to effect surrender
- Third-party contractors or law enforcement assistance
- Extradition, transport, housing, guarding, or detention costs
- Court costs, attorney's fees, arbitration fees, and collection costs

All such costs shall be **immediately due and payable upon demand**, regardless of whether forfeiture has been declared.

3. LIQUIDATED DAMAGES; NO PENALTY

The Undersigned acknowledge and agree that damages arising from **failure to appear, forfeiture, concealment, flight, violation of bond conditions, or interference with recovery efforts** are inherently difficult or impracticable to ascertain with certainty.

Accordingly, the Undersigned agree to pay **liquidated damages equal to the full face amount of the bond, plus all recovery and enforcement costs**, which the parties expressly stipulate represent a **reasonable pre-estimate of damages and not a penalty**.

4. WAIVER OF CIVIL LIABILITY & CLAIMS

To the fullest extent permitted by Florida law, the Undersigned **waive, release, and forever discharge** the Surety from any and all claims, causes of action, or civil liability arising out of:

- Apprehension or surrender of the Defendant
- Fugitive recovery efforts
- Use of reasonable force
- Surveillance, monitoring, or tracking
- Entry upon property where legally permitted
- Acts or omissions of recovery agents or contractors

This waiver applies **regardless of theory of liability**, including negligence, except where prohibited by law.

5. CONSENT TO MONITORING & WAIVER OF PRIVACY

The Defendant expressly **waives any expectation of privacy** and consents to monitoring deemed necessary by the Surety, including but not limited to:

- GPS location tracking
- Cell site location information (CSLI)
- Electronic or digital monitoring
- Communication verification or compliance checks

Such monitoring may occur **with or without notice** and may continue until the Defendant is lawfully discharged from bond obligations.

6. WAIVER OF EXTRADITION

The Defendant knowingly and voluntarily **waives extradition** from any jurisdiction and agrees to be returned to the original jurisdiction without formal extradition proceedings, to the extent permitted by law.

7. LIMITED POWER OF ATTORNEY

The Undersigned hereby grant the Surety a **limited and irrevocable power of attorney** to take any lawful action necessary to secure the Defendant's surrender, enforce this Agreement, mitigate forfeiture, recover costs, and execute documents consistent with bond enforcement.

8. BINDING ARBITRATION; GOVERNING LAW

Any and all disputes, claims, or controversies arising out of or relating to this Agreement, the bond, or the parties' relationship shall be resolved **exclusively by binding arbitration** in the State of Florida, pursuant to the Florida Arbitration Code.

The Undersigned waive the right to trial by jury.
Florida law shall govern this Agreement.

9. JOINT AND SEVERAL LIABILITY

All Indemnitors and Co-Indemnitors are **jointly and severally liable** for all obligations herein, regardless of payment by any other party.

10. SEVERABILITY & ENTIRE AGREEMENT

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the **entire agreement** between the parties and supersedes all prior oral or written agreements.

ACKNOWLEDGMENT & EXECUTION

By signing below, the Undersigned acknowledge that they have **read, understood, and voluntarily agreed** to all terms of this Agreement.

Surety Representative: _____ Date: _____

Defendant: _____ Date: _____

Indemnitor: _____ Date: _____

Co-Indemnitor: _____ Date: _____