

SERVICE CONTRACT, WAIVER OF CLAIMS AND RELEASE OF LIABILITY

BY SIGNING THIS LEGAL DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ THIS DOCUMENT CAREFULLY.

NAME: _____ PHONE: _____

ADDRESS: _____ EMAIL: _____

I have retained Cruzin Tyres Ltd. (the **"Company"**) to perform certain work, which is described as follows:

(the **"Work"**)

to a motor vehicle legally owned or possessed by me, which is described as follows:

Description (Make/Model/Year): _____

License Plate: _____

VIN: _____

(the **"Vehicle"**)

In exchange for the Company agreeing to perform the Work on the Vehicle, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree to the terms and conditions set forth in this agreement (the **"Agreement"**):

1. The Company agrees to provide the Work to the Vehicle in a good and workmanlike manner at a time and location mutually agreeable to myself and the Company, both acting reasonably. The Company agrees that all parts and supplies provided to the Vehicle pursuant to the Agreement shall be of suitable quality and reasonably fit for the purposes for which they are supplied, conforming to the Vehicle's performance specifications.
2. I agree that, in the event I supply any parts and supplies to be incorporated into the Vehicle pursuant to this Agreement, the Company shall not be responsible for the suitability, quality, of fit for purposes of the parts and supplies supplied by me. I agree that the Company in its sole discretion may reject any parts and supplies provided by me in the event the Company, acting reasonably, determines the parts and supplies are not of sufficient suitability, quality, or fit for purpose of the Work requested.
3. I agree to pay the Company for the Work, which without limiting the generality of the foregoing shall include all travel, labour, parts and supplies relating thereto. The total cost of the Work plus GST shall be payable forthwith upon completion of the Work.

4. The relationship between myself and the Company is solely of vendor and vendee. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties hereto. The Company is an independent contractor pursuant to this Agreement. Neither party hereto has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
5. I hereby release, indemnify, and forever discharge the Company and its employees, officers, directors, shareholders, affiliates, licensors, associates, agents and representatives (hereinafter collectively referred to as the "Released Parties") from any claim, demand, or cause of action (whether founded upon contract, statute or common law), resulting from, or in any way related to loss or damage to property (which, without limiting the generality of the foregoing includes the Vehicle), personal injuries, or death arising from the Work or use of the Vehicle by myself or others, except to the extent that such injury, death, damage or loss incurred was caused by the intentional act or gross negligence of the Released Parties.
6. I hereby waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue the Released Parties for any personal injury, death, property damages, health care costs, theft or other loss of any kind, including economic loss, that I might sustain as a result of or in any way connected to the Work and my use of the Vehicle due to any cause whatsoever including, but not limited to negligence, breach of any other duty imposed by law, breach of any contract, and mistakes or errors in judgment or any kind on the part of the Released Parties, except to the extent that such loss or damage was caused by the intentional act or gross negligence of the Released Parties.
7. I assume and accept all risks and dangers associated with use of the Vehicle upon completion of the Work, including the possibility of personal injury, death, property damage, or other loss resulting therefrom. I accept full responsibility for my use of the Vehicle by exercising my judgment, based on my own experience and competence.
8. I confirm that I am of the full age of 18 years, that I have had sufficient time to read and understand what I am agreeing to in this Agreement before signing, that I have had the opportunity to seek independent legal advice, and I understand that this Agreement will be binding upon my heirs, next of kin, executors, administrators, and successors. I agree that this Agreement will be governed by and interpreted in accordance with the laws of the Province of Alberta and I irrevocably agree that the court of the Province of Alberta have exclusive jurisdiction regarding this Agreement. I agree that should any clause herein be adjudged unenforceable, that clause shall be deemed to be severed and void but the remaining provisions of this agreement shall remain valid and in full force and effect. I agree that this Agreement may not be amended unless such amendment is made in writing and is signed by all parties hereto.

I have read the contents of this Agreement and I fully understand and agree to all of its provisions. I will maintain a copy of this document for my records.

I represent and warrant that I have the legal authority to give and sign this Agreement.

I HAVE BEEN ADVISED NOT TO SIGN THIS AGREEMENT UNLESS I HAVE READ IT AND UNDERSTAND IT. HOWEVER, IF I SIGN THIS AGREEMENT I AGREE TO BE BOUND BY IT WHETHER I HAVE READ IT OR NOT AND WHETHER I UNDERSTAND IT OR NOT.

DATED THIS _____ DAY OF _____, 20_____.

WITNESS

) **CUSTOMER**

)

(Signature)

) _____
(Signature)

)

(Print Name)

) _____
(Print Name)

)

(Address)

) _____
(Address)