



**PERMISSION, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

BY SIGNING THIS FORM YOU WAIVE IMPORTANT LEGAL RIGHTS INCLUDING THE RIGHT TO SUE!

Date: \_\_\_\_\_ Member Name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_

Relationship to Client: \_\_\_\_\_ Phone #: \_\_\_\_\_

**PERMISSION**

This is to certify that in connection with the provision by Acacia Care, LLC, an Arizona limited liability corporation, of Home and Community Based Services for developmentally disabled individuals, \_\_\_\_\_ (print member’s name) has full permission to travel within the state of Arizona in vehicles operated by Acacia Care’s employees and agents. By executing this form, the undersigned represents that he/she has the authority to grant such permission with respect to the client.

**RELEASE AND INDEMNITY AGREEMENT**

**Please Read Carefully. This Permission, Release of Liability and Indemnity Agreement contains a surrender of certain legal rights. I (adult Client, or parent(s) or guardian for them and for and on behalf of the minor or incapacitated Client) agree as follows:**

- (1) **to release and agree not to sue Acacia Care**, with respect to any and all claims, liabilities, suits or expenses (including attorney’s fees and costs) (hereafter collectively “claim” or “claim(s)”) for any injury, damage, death or loss in any way connected with my or client’s transportation by means of any vehicle operated by an employee or agent of Acacia Care. **I understand and agree here to waive all claim(s) I or client may have against Acacia Care, and agree that neither I, client, nor anyone acting on my or client’s behalf, will make a claim against Acacia Care as a result of any injury, damage, death or loss suffered by me or client;**
- (2) **to defend and indemnify (protect by reimbursement or payment) Acacia Care** with respect to any and all claim(s) brought by or on behalf of me, client, a family member, a co-participant, or any other person for any injury, damage, death or other loss connected with my or client’s transportation by means of any vehicle operated by an employee or agent of Acacia Care.

**This Release and Indemnity Agreement includes claim(s) resulting from Acacia Care’s negligence (but not its gross negligence or intentional or reckless misconduct), and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.**

I agree that the substantive laws of Arizona govern this document and all other aspects of my relationship with Acacia Care, and that any mediation, suit or other proceeding must be filed or entered into only in Arizona. **This document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**Client and parent(s) or guardian of a minor or incapacitated client agree: I have carefully read, understand and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, the client, and our respective heirs, executors, representatives and estates. One or both parent(s) or legal guardian must sign below for any incapacitated or minor (those under 18 years of age) client.**

\_\_\_\_\_  
Member’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Parent / Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name