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Ph: 305-947-7292

## AUTOMOBILE WAIVER OF RIGHTS & LIABILITY

Client Name: (print) \_\_\_\_\_

All of the Independent Contractors that are registered with Caring Home Care, Inc. provide our office proof of automobile insurance on their vehicles.

I acknowledge that caregivers that are contracted to provide services by Caring Home Care, Inc. are not licensed chauffeurs or taxi drivers and, to the best of Caring Home Care's knowledge, are not licensed or insured to drive me or anyone else to any location. Caring Home Care, Inc. does not provide transportation to its clients or to the contractors who render services to its clients. I understand that any referred Contractor may refuse to transport me or anyone else in their personal vehicles as part of the caregiver services requested, as this may be activity for which they are not licensed or insured to provide. Should I need transportation, Caring Home Care, Inc. recommends, and I agree to seek, the use of a licensed company. In the event that I request a contractor/caregiver to use my automobile, or I ask them to use their personal automobile, I understand that I do so at my own risk and responsibility.

I understand that it is my obligation to obtain confirmation from my insurance company that such provider would be covered to use my automobile. In no event does Caring Home Care, Inc. make any representation regarding the driving ability or record or license validity of any provider or caregiver. Any such use of a provider or caregiver shall be at my sole risk and responsibility. I further agree that Caring Home Care, Inc. assumes no liability regarding any driving services that I may request or accept from a referred contractor/caregiver.

The undersigned, on behalf of himself/herself, his/her family, heirs, personal representatives trustees, executors and administrators (hereinafter collectively referred to as CLIENT Indemnitor) hereby indemnifies and holds harmless Caring Home Care, Inc. and its owners, officers, directors, shareholders, employees, agents, attorneys, representatives, administrators, successors and assigns (hereinafter collectively referred to as Caring Home Care's Indemnities), from and against all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity (including, but not limited to, any claim for any physical loss, bodily injury or property damage), which may arise out of, directly or indirectly, a referred caregiver's use of a motor vehicle under any circumstance and for any purpose. On behalf of myself and CLIENT Indemnitor, I hereby **WAIVE** any and all rights of subrogation.

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

Client or POA Signature: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_