

PERSONAL INJURY WAIVER AND RELEASE

This **PERSONAL INJURY WAIVER AND RELEASE** (the "**Agreement**") is made as of the date of execution by and between **Equator EV** having its place of business at 10222 Georgibelle Dr, Suite 100, Houston, TX 77043 ("**EQUATOR EV**") and _____ having its place of business at _____ "**Party**" hereto and collectively the "**Parties**".

IN CONSIDERATION of the promises made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **WAIVER AND RELEASE.** _____ hereby waives all claims and forever releases **EQUATOR EV**, including its successors, assigns, heirs, spouses, executors, representatives, employees, employers, agents, and insurers, from all claims, liabilities, demands, agreements, and causes of action of any nature, now known or unknown, based on any injury, loss, or damage to person or property that now exists or may arise from the details defined below as full and final settlement, notwithstanding that such injury, loss, or damage may be due to one or both Parties' negligence.
2. **DETAILS.** The parties have agreed that _____ may enter the premises described above for the purpose of inspection, preparation and shipping of inventory located at said premises.
3. **NO ADMISSION OF LIABILITY.** _____ agrees that signing this Agreement is not an admission of liability, wrongdoing, or violation of law by either Party, and the Parties agree to never make a claim to the contrary.
4. **GENERAL TERMS.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors, assigns, heirs, spouse, executors, representatives, employees, employers, agents, insurers, and anyone else who may claim through a Party. This Agreement represents the entire agreement between the Parties and supersedes any and all prior oral or written agreements. This Agreement may not be modified except by the written consent of both Parties. This Agreement will be governed and construed according to Texas law and will be broadly construed to release the Parties from liability to the maximum extent permitted by the applicable law. Any and all statutory provisions that would operate so as to limit the liabilities released under this Agreement are hereby waived.

5. ACKNOWLEDGEMENTS

- a. _____ UNDERSTANDS THAT BY SIGNING THIS AGREEMENT IT IS FOREVER GIVING UP ANY LEGAL RIGHTS THAT IT MAY HAVE TO SUE OR OTHERWISE MAKE A CLAIM AGAINST **EQUATOR EV** FOR ANY INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY THAT NOW EXISTS OR MAY ARISE RELATED TO THE DETAILS DESCRIBED IN ARTICLE 2 OF THIS AGREEMENT.
- b. Each Party acknowledges and agrees that it is signing this Agreement with the express intention of also releasing the other Parties' insurers, if any, from all claims and causes of action of any nature that now exists or may arise from the Agreement.
- c. Each Party understands and acknowledges that it may have suffered injuries during related to details described in Article 2. Of this Agreement that remain currently unknown and that by signing this Agreement each Party is releasing these unknown claims.
- d. Each Party is signing this Agreement voluntarily and free of duress, and each Party has fully read and understood this Agreement and has had an opportunity to seek independent legal advice concerning this Agreement prior to signing.

EQUATOR EV

Name:

Address: 10222 Georgibelle Dr, Suite 100, Houston, TX 77043

Signature:

_____ Date:

Name: _____

Address: _____

Signature: _____ Date: