

Designated Drivers of Alaska LLC Customer Agreement

This Agreement ("Agreement") is made and entered into as of the date below by and between Designated Drivers of Alaska LLC ("DDA"), an Alaska limited liability company, with offices located in Anchorage, AK, and the person identified on the signature page ("Customer").

1. Customer hereby agrees to become a customer of the Designated Drivers of Alaska LLC service. The Designated Drivers of Alaska LLC service consists of DDA sending a car and two drivers ("Driver[s]") to pick Customer up at a designated location and to drive Customer to his or her home or other destination of the Customer's choosing in Customer's vehicle. The second Driver will drive a second vehicle to retrieve the first Driver. DDA is not a taxi or limousine service, and no passengers will be carried in the second vehicle. If Customer has passengers in need of separate drop-off at private residences or other destination, passengers will be dropped off first with the Customer dropped off last. Customer will pay DDA a per-trip fee according to DDA's standard fee schedule.

2. Customer hereby represents and warrants to DDA and its Drivers that as of each date on which he or she requests DDA Service that:

- a. Customer is legally the owner, lessee or authorized caretaker of the vehicle/s being transported;
- b. The vehicle's registration, insurance and license tags are current;
- c. The vehicle is currently covered by an insurance policy meeting the requirements of AS 28.22, and that proof of this coverage is available in the vehicle;
- d. The vehicle is maintained in good working condition and in compliance with the applicable laws and has no defects or conditions that may cause the vehicle to be unsafe or unlawful to drive on public roads;
- e. The vehicle is equipped with working seatbelts for the use of the Driver, the Customer and any additional passengers;
- f. No contraband, substance, or other items which are illegal for public transport are contained or concealed within or upon the vehicle;
- g. The Driver is notified of the location of all firearms and other weapons within or upon the vehicle before transport begins, and is authorized to relocate such firearms or other weapons at Driver's sole discretion to the vehicle trunk or second vehicle for transport to Customer's destination.
- h. The vehicle has sufficient fuel to reach the drop-off location.

3. Customer agrees to or authorizes the following:

- a. To allow DDA Driver to drive Customer's vehicle for the purposes set forth in this Agreement;
- b. To obey all civil and criminal laws, including but not limited to seat belt and open container laws;
- c. To avoid all unnecessary physical contact with the Driver, before, during and after the pick-up, transport and drop-off;
- d. To pay Drivers the quoted fare for each drop-off, payable at time of pick-up;
- e. To pay any expenses required to get the Customer's vehicle to its destination, including but not limited to:
 - (i) fuel costs if Driver, in his or her sole discretion, concludes that based on the vehicle's fuel gauge reading, the Vehicle has insufficient fuel to reach the desired drop-off point;
 - (ii) towing or other emergency roadside expenses resulting from mechanical failure of the vehicle; and
 - (iii) parking fees;
- f. Subject to paragraph g below, Customer hereby authorizes DDA or its Driver to seek emergency medical care in the event Customer is injured or becomes ill during transport from the pick-up location to the drop-off location;
- g. Customer hereby authorizes DDA to leave the vehicle locked and parked in the hospital or urgent care parking lot in the event of an emergency, as contemplated by paragraph f above; keys will be retained by DDA until such time as Customer or a family member of Customer or other authorized person authorizes their release.

4. DDA and its Drivers reserve the right to refuse to provide the DDA Service to Customer or to any other person if, in the Driver's sole discretion, such service would be unsafe to the Driver because:

- a. Customer or such other person is impaired to the point of unconsciousness;
- b. Customer or such other person is armed, belligerent, violent, verbally or physically threatening or abusive;
- c. the Vehicle is unsafe to drive;

- d. inclement weather results in unsafe driving conditions; or
 - e. any other facts or circumstances relevant to Driver's safety, as determined in Driver's sole discretion.
5. DDA provides its service subject to Driver availability and assumes no liability should all Drivers be booked at the precise time when service is requested.
6. Customer acknowledges that in exchange for the privileges and peace of mind associated with the DDA Service, Customer hereby:
- a. releases DDA, including its managers, employees, agents and Drivers, from any and all liability, including negligence, for any injury, including death or property damage that may occur in connection with the DDA Service;
 - b. agrees to indemnify, defend, and hold harmless DDA, including its managers, employees, agents and Drivers, from any and all liability claims of Customer's passengers regardless of the nature of such claims; and
 - c. agrees not to initiate any legal proceedings against DDA, its managers, employees, agents or Drivers with respect to any such claims or damages, which Customer is releasing. Customer is aware that various risks are involved in the DDA Service. Such risks include, among other things, the travel risks associated with riding in a vehicle and giving control of a vehicle to another person. Despite these and the other risks, Customer wants this service and is willing to agree to personally bear such risks, assuming full responsibility for any harm or damage that may result.
7. Without limiting paragraph 5 and 6 above, DDA's and its Drivers' liability for failure to perform under this Agreement or for injury or damage will be limited to \$500 or the fees charged by DDA for its services, whichever is less. In no event will DDA or its Drivers be liable for special, consequential, exemplary or punitive damages, even if advised of their possible existence.
8. Customer will indemnify, defend and hold DDA, its employees, agents and Drivers harmless from and against any and all losses, liabilities, damages, fines, penalties and expenses (including attorneys' fees) arising from or resulting from any breach of the representations, warranties or covenants contained in this Agreement.
9. Customer fully intends and understands that the waiver of liability and hold harmless provisions of this agreement shall bind the Customer's family, heirs, assigns, or personal representatives.
10. Customer acknowledges and agrees that at the time DDA Service is requested, Customer may be intoxicated or otherwise impaired such that Customer is unwilling to drive. Accordingly, Customer hereby affirms that this Agreement and the waivers and releases contained herein are binding on Customer and will continue to be binding, notwithstanding the fact that Customer may be intoxicated or otherwise impaired at the time he or she requests DDA Service.
11. This Agreement is governed by the laws of the Municipality of Anchorage and the State of Alaska, without regard to conflicts of law principles. Any claims for services provided by DDA pursuant to this Agreement must be brought in a State of Alaska Court located within the Municipality of Anchorage.
12. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.
13. DDA will be deemed to have accepted this Agreement.
14. Each Driver is hereby designated as a third-party beneficiary of this Agreement.

By signing below, Customer acknowledges that he or she has read and understood this Agreement and agrees to be legally bound by its terms.

Customer Name (please print)

Vehicle Make / Model / Year

License Plate

Customer Signature

Date