

**ANY DISPUTE OR DISAGREEMENT THAT MAY ARISE BETWEEN THE PARTIES IN ANY WAY TOUCHING UPON OR IN CONNECTION WITH THIS AGREEMENT SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 OF THE UNIFORM ARBITRATION ACT OF SOUTH CAROLINA (S.C. CODE § 15-48-10 ET. SEQ.) AND THE FEDERAL ARBITRATION ACT (9 U.S.C.A. § 1 ET SEQ.) THROUGH RESOLUTE SYSTEMS, INC. AND USING ITS COMMERCIAL ARBITRATION RULES. THE PARTIES AGREE THAT THIS ARBITRATION SHALL NEITHER BE CONSOLIDATED WITH ANY OTHER ARBITRATION NOR PART OF ANY CLASS ACTION.**

**GENERAL RELEASE, WAIVER, & COVENANT NOT TO SUE**

**WHEREAS**, the parties to this agreement understand that driving or test-driving a vehicle, or occupying a vehicle while another person drives it, might result in an automobile accident and resultant injuries, and  
**WHEREAS**, the parties to this agreement understand that accidents may be caused by the fault of the driver or the driver of another vehicle, and  
**WHEREAS**, the parties agree that before occupying a motor vehicle, it is the passenger's duty to investigate the competency, abilities, or lack of abilities of the person who drives it, and  
**WHEREAS**, the parties agree that this dealership should not be liable for injuries and damages occurring while a vehicle is being driven,

The undersigned party or parties (hereinafter referred to as the "Releasor" or "Releasors"), for and in consideration of the right to drive, or occupy as a passenger while someone else drives, a vehicle owned by McDaniels and/or affiliated corporations included but not limited to CA, Inc. or BIROM Solutions, Inc. (hereinafter collectively referred to as "Releasee") and for other valuable consideration, the receipt of which are hereby acknowledged, does hereby release and forever discharge the Releasee, its/their heirs, personal representatives, administrators, agents, and assigns, employees, officers, directors, and contractors, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which may result from an automobile accident which occurs while driving or a passenger in a vehicle owned or leased by the Releasee. The Releasor further agrees they will allow no one except other Releasors noted below from riding in or driving the vehicle.

The Releasor further agrees that prior to driving or occupying the vehicle as a passenger, he/she will inspect the vehicle, and if he/she believes anything is unsafe, he/she will immediately notify McDaniels personnel and refrain from driving or riding in the vehicle.

The parties to this agreement stipulate that this waiver may not be disclaimed or voided by oral statements of McDaniels' sales staff or managers and may only be changed by written agreement on this document by Bill McDaniels. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

This release, waiver, and covenant not to sue is the entire agreement between the parties for potential damages or injuries to the Releasor while driving or otherwise occupying a vehicle owned or leased by the Releasee. No inference shall be drawn against the Releasee for having drafted this document.

**McDaniels strongly discourages children from riding in our autos due to the risks involved!**

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT VOLUNTARILY.

IN WITNESS WHEREOF, the Releasor has hereunto set hand his/her/their hand(s) this \_\_\_\_\_ (Date).

RELEASOR(S)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness