

CMSS, Inc. Coach Rental Form

Coach _____

Flower Van _____

Date of Service: _____

Time of Service: _____

Director Name: _____ Director Phone: _____

Mortuary: _____

Name of Deceased: _____

Contact Person at Church/Home/Mortuary: _____

Pick up Address: _____

Pick up Time: _____

Director Ride Along: _____

Delivery Location / Church / Mortuary: _____

Deliver Address: _____

Delivery Time: _____

Time of Service: _____

Special Instructions: _____

Please complete all information requested above and fax to **510-276-2600**. Please call and confirm information was received and review with our staff.

Please submit a signed waiver from our Website with each Coach Reservation, no exceptions.

Absolutely NO OPEN FLAMES, INCENSE OR STANDING FLOWER SPRAYS ALLOWED IN COACHES. Any damages will be the responsibility of the Renting Funeral Establishment.

Liability Waiver for Operator / Passenger of CMSS owned Vehicle

In consideration for being an Operator / Passenger in CMSS, Inc. vehicle, I hereby RELEASE, WAIVE, DISCHARGE AND WILL NOT SUE CMSS, Inc. and the Auto Insurance Carrier for CMSS, or the Liability Insurance Carrier for CMSS, Inc., et al. in/out of the State of California.

To the best of my knowledge, I fully understand being an Operator / Passenger in a CMSS, Inc. vehicle requires me to follow ALL laws governing the operation of, or being a passenger in, a vehicle within the State of California. I am fully aware of risks and hazards associated with this and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to personal property owned by me or others, as a result of being an Operator / Passenger in this vehicle, WHETHER CAUSED BY NEGLIGENCE OR ACCIDENT or otherwise.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due WHILE BEING an OPERATOR / PASSENGER IN SAID VEHICLE, WHETHER CAUSED BY NEGLIGENCE OR ACCIDENT or otherwise.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE CMSS, Inc. aka above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.

I UNDERSTAND THAT THE OWNER OR OWNERS INSURANCE WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN WHILE BEING An OPERATOR / PASSENGER IN SAID VEHICLE.

I also understand that I should and am urged by CMSS, Inc. to obtain adequate health and accident insurance to cover any personal injury to myself, which may be sustained during being an Operator / Passenger in SAID VEHICLE or the transportation to and from SAID JOB.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS THEREOF, I have hereunto set my hand on this _____ day of _____, 2019.

Operator / Passenger

Date