

Big Rig Doctor, LLC DBA Dan's Towing N Recovery

Missouri-Compliant Disclaimer & Hold Harmless Agreement

1. Assumption of Risk (Missouri-Compliant)

By requesting or accepting towing, roadside assistance, recovery, or related services from Big Rig Doctor, LLC DBA Dan's Towing N Recovery ("the Company"), the Customer acknowledges and agrees that **all services are performed at the Customer's sole risk**. Under Missouri law, the Customer may contractually assume risk, and by signing this agreement, the Customer **voluntarily assumes all risks**, both known and unknown, associated with the services provided.

The Customer understands that towing, recovery, loading, unloading, roadside assistance, and transport inherently involve risks of damage, especially when a vehicle has **pre-existing mechanical issues, structural weaknesses, low clearance, rust, corrosion, aftermarket modifications, oversized tires, lowered suspension, electronic malfunctions, or compromised components**.

The Company makes **no guarantee, warranty, or representation** of damage-free service.

2. General Liability Release

The Company is not responsible for any loss, damage, or claims arising from:

- Pre-existing vehicle damage, defects, or mechanical/structural conditions
- Damage unavoidable or worsened due to the vehicle's existing condition
- Damage resulting from necessary towing or recovery methods (winching, lifting, dragging, unlocking, accessing, repositioning)
- Personal property left inside the vehicle
- Acts of nature, weather, road conditions, or circumstances beyond the Company's control

- Inaccurate, incomplete, or misleading information provided by the Customer
- Instructions, directions, or decisions made by the Customer or their agent
- Delays, storage fees, administrative fees, or consequential losses of any kind

The Customer authorizes the Company to use **any method reasonably necessary** to perform the requested service.

3. Service-Specific Provisions

Lockout Services

Customer accepts all risks of scratches, dents, bent frames, broken glass, damaged seals, malfunctioning locks, electronic failures, alarm activation, or any damage resulting from unlocking attempts.

Tire Change / Tire Service

Customer accepts all risks of broken studs, damaged lug nuts, wheel/rim damage, warped rotors, or issues caused by improper lug torque prior to service.

Winching / Recovery

Customer accepts all risks of damage to frame, suspension, body panels, drivetrain, undercarriage, or attachments caused by necessary pulling, anchoring, rigging, or repositioning.

Fuel Delivery

Customer is solely responsible for providing the correct fuel type. Company is not responsible for engine damage, fuel system issues, or misfueling.

Jump Starts

Customer accepts all risks of electrical surges, battery failure, alternator damage, blown fuses, or electronic malfunction.

Accident Tows

Customer understands accident-damaged vehicles may incur additional damage during loading, transport, or unloading.

Police-Requested Tows

Customer acknowledges Company acts under official direction and is not responsible for damage, fees, impound costs, or consequences.

Private Property Tows

Company is not responsible for personal property left in the vehicle or disputes between vehicle owner and requesting party.

Repossession-Related Services

Company acts solely as a transport agent and is not responsible for personal property, vehicle condition, or claims arising from repossession.

Additional or Specialized Services

Customer accepts all risks associated with equipment transport, trailer towing, load shifts, jump starts, winch-outs, roadside mechanical assistance, or specialty recoveries.

4. Indemnification & Release (Missouri-Compliant)

The Customer agrees to **fully indemnify, defend, and hold harmless** the Company, its owners, employees, contractors, agents, and affiliates from any and all liability, claims, damages, losses, costs, attorney fees, or expenses arising from or related to the services provided.

The Customer expressly acknowledges that under Missouri law, they may **contractually waive and release claims**, and they voluntarily waive any right to pursue legal action against the Company for damages arising from the services performed.

5. Final Acceptance & Signature

By accepting the service, the Customer confirms they have **read, understood, and agreed** to this Missouri-compliant disclaimer, service-specific provisions, indemnification terms, and global waiver.