



FAMILY LIABILITY WAIVER AGREEMENT

_____ [Name of head of household] hereafter referred to as “Family” agrees to hold harmless American Bell Family Company, LLC (“ABFC”) for any damages caused by Family Care Givers (hereafter “Family Care Givers”) placed by ABFC and working for Family. Family hereby acknowledges that ABFC served only as placement agent between Family Care Givers and Family.

You hereby agree that American Bell Family Company is not to be held responsible for any type of property damage (to your car or a third party's car, or any other property) or bodily injury or death (to either occupants of your car or another car) resulting from one of its sitters using your vehicle. It is against ABFC policy for sitters to use their own vehicles, and if you choose to allow a sitter to drive your vehicle, or drive any vehicle while working for you, ABFC cannot be held liable for any results of your choice to do so. ABFC makes no representations about its sitters’ driving records or claims any responsibility for the quality of the driving services performed.

Please also note that cancellations or rescheduling done within a 24-hour period of the start time of services are subject to a cancellation fee. By agreeing to this waiver you grant us permission to charge your credit card for applicable fees as updates from time to time on our website.

BY SIGNING THIS AGREEMENT, FAMILY AFFIRMATIVELY CONSENTS TO AUTOMATIC CHARGES TO THE CREDIT OR DEBIT CARD ACCOUNT PROVIDED BELOW. DURING THE TERM OF THIS AGREEMENT, THE APPLICABLE FEES AGREED TO BETWEEN THE REFERRING PARTY AND FAMILY WILL BE CHARGED AUTOMATICALLY TO THIS ACCOUNT. THE SERVICES PROVIDED ARE CONTINUOUS AND WILL CONTINUE UNTIL FAMILY CANCELS OR THE AGREEMENT IS OTHERWISE TERMINATED. FAMILY CAN CANCEL AT ANY TIME BY CONTACTING ABFC AT [info@bellfamilycompany.com, 212-265-3354]. ABFC DISCLAIMS ALL LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, AND EXPRESSLY DISCLAIMS ANY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ANY EVENT, ABFC’S LIABILITY TO FAMILY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE NET AMOUNT ACTUALLY PAID TO ABFC BY FAMILY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

CREDIT CARD INFORMATION FOR BOOKING IF NOT PAID ONLINE:

Name on Card: _____

Family Email: _____

Address: _____



Phone Number: _____

Type of Card: _____

Credit Card Number: _____

Expiration Date: _____

CVC Code: _____

Child 1 (Name, Age & Any Special Needs?): _____

Child 2 (Name, Age & Any Special Needs?): _____

Child 3 (Name, Age & Any Special Needs?): _____

Emergency Contact (first and last name, phone number, email): _____

AGREED TO AND ACCEPTED BY THE FAMILY:

Print Name: _____

Signature: _____

Date: _____