

CHARTER BUS AGREEMENT

This Charter Bus Agreement (hereinafter "Agreement") dated June 28, 2021 (hereinafter "Execution Date") is entered into between *FIRST STUDENT, INC.*, with its national headquarters located at *600 Vine Street, Suite 1400, Cincinnati OH 45202* (hereinafter "Company" or "First Student"), and University Preparation Charter School, having a principal location at 1099 Bedford Drive, Camarillo, CA 93003 (hereinafter "Customer").

WITNESSETH:

WHEREAS, the Company has represented to the Customer that it is experienced, qualified and able to provide busing and shuttle services (the "Services") and daily management of such services; and

WHEREAS, the Customer desires that the Company provide the necessary busing and shuttle services and daily management of such services during 2021-2022 School Year ("Event") and the Company desires to do so, all upon and subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable consideration, the Customer and the Company hereby agree as follows:

A. Term and Termination

1. **Term.** The term of this Agreement shall commence as of the Execution Date set forth above and shall continue to June 17, 2022 (the "Term"), unless otherwise terminated earlier or extended pursuant to the terms contained in this Agreement or written agreement of the parties.
2. **Termination for Convenience.** The Company may terminate this Agreement during the Term without cause and without penalty by giving thirty (30) days written notice to the Customer.
3. **Termination for Breach or Default.** If either party shall default in the performance of or breach any of its obligations specified in this Agreement, the non-defaulting party shall give written notice to the other party, specifying the nature of the default, and if such default is not remedied or substantial efforts are not made to remedy such default within fifteen (15) days from receipt of such notice, the non-defaulting party shall have the right, at its option, either to suspend the performance of its obligations under this Agreement until such default is remedied upon written notice to the other party or to terminate this Agreement upon written notice to the other party.
4. **Termination for Bankruptcy.** Either party may terminate this Agreement immediately by written notice to the other party in the event that the other party makes an assignment for the benefit of creditors; or admits in writing inability to

pay debts as they mature; or a proceeding is instituted under any provision of the governing bankruptcy codes and is acquiesced in or is not dismissed within thirty (30) days.

B. Scope of Work and Terms and Conditions

1. The Company agrees to provide all equipment and Services as outlined in Exhibit A attached hereto and incorporated herein by reference.
2. The Company and the Customer are subject to all the terms and conditions outlined in Exhibit B attached hereto and incorporated by reference.

C. Permits, Licenses and Regulations

The Company will obtain at its own expense all necessary permits and/or licenses pertaining to the Services needed for the Event.

D. Monetary Schedule

1. The Customer shall pay the Company in accordance with the rates set forth in Exhibit A.
2. Unless terms are otherwise specified in Exhibit A, prior to the Company's commencement of any work or Services hereunder, the Customer shall pay to the Company an upfront payment in an amount equal to fifty percent (50%) of the projected total expense to be charged to the Customer as set forth in Exhibit A (the "Upfront Payment").
3. The Company shall submit a detailed final invoice along with any supporting documentation to the Customer within fifteen (15) days after the conclusion of the Event. The Company will receive final payment not more than thirty (30) days after final invoice is submitted taking into account any pre-approved written change orders, the Upfront Payment and any adjustments due to a variance in the projected and actual hours of Services performed by the Company hereunder.
4. Any invoice payments not received by Company as prescribed herein shall incur interest at a rate of ten percent (10%) per annum, or at the then applicable legal interest rate, whichever is the lowest.

E. Access, Badges and Parking Permits

1. The Customer will provide the Company with access to all areas where the Company's equipment is to be utilized for the duration of the Event.
2. During the Event, the Customer will provide a reasonable number of entry badges and parking permits to the Company for the Company's use in connection with the Services provided hereunder.

F. Insurance/Indemnification/Release

1. The Company shall maintain in force commercial general liability insurance, business auto liability insurance, and workers' compensation insurance, in amount of at least \$5,000,000, insuring the Company and the Customer against any liability for bodily injury (including death) and property damage with respect to the services and products to be provided by or on behalf of the Company under this Agreement from the date hereof through thirty (30) days after the conclusion of the Event. Each such policy of insurance shall be with a reputable insurance carrier. Each such policy shall specify that coverage shall be the primary coverage in all cases. If requested by the Customer at least thirty (30) days prior to the Company's arrival at the Event, the Company shall provide the Customer with a Certificate of Insurance and Endorsement with proper coverage as required hereunder naming the Customer as an additional insured, except with respect to workers' compensation, for covered claims to the extent the Company is obligated to indemnify under this Agreement. Such coverage will not be cancelled or modified during the term of this Agreement.
2. The Company agrees to indemnify and hold harmless the Customer, its directors, officers, employees, and agents ("Customer Indemnitees") from and against any claim or demand which may be made arising from or caused by the gross negligence of Company in the performance of this Agreement, except to the extent that such claim or demand, in full or in part, (a) arises from or is caused by the gross negligence or intentional misconduct of the Customer, its employees, affiliates, parent companies, subsidiaries or any persons or entities under Customer Indemnitees' control, and/or (b) arises from or is caused by passenger fights, horseplay in Company vehicles, injuries resulting from the intoxication of passengers, failure of the passengers to adhere to the instructions posted in Company vehicles and/or verbal instructions provided by Company drivers, and/or any other negligent, grossly negligent or intentional misconduct of passengers during the performance of this Agreement by Company.
3. The Customer acknowledges and agrees that a reasonable amount of damage to the property at which the Event will take place due to vehicular traffic, and the like, is unavoidable, and further agree that the Company shall not be liable for any reasonable damage and shall have no obligation to indemnify the Customer or any entities or persons having any interest in said property or from which the Customer purchased, leased, borrowed or otherwise used for the Event for any reasonable damages.

G. Equipment/Items Provided by the Customer

The Customer will provide the Company with a reasonably suitable work site/compound for the purpose of staging work materials and equipment for the set up and removal periods described in Section C of this Agreement.

H. Warranties

THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. References to the Customer or Event

The Company will not be required to use the name or logo of the Customer or Event, unless specifically agreed in writing as part of this Agreement. Unless otherwise agreed in writing as part of this Agreement, nothing contained in this Agreement shall constitute, or be deemed to constitute an agreement or license by the Customer to permit the Company to use the name or logo of the Customer or Event or any other trademark of the Customer in any manner whatsoever, any such usage being expressly prohibited.

J. Compliance with Applicable Laws

In respect of this Agreement, the Company and its directors, officers, employees and agents shall comply with all applicable federal, state and local laws, ordinances and statutes, and all applicable governmental rules, regulations, order and directives. In the event of an exemption or waiver obtained by the Customer of an applicable rule or regulation pertaining to the Event, such information will be communicated to the Company in advance of the Event and the Company, in its sole discretion, will only be entitled to rely thereon only if expressly authorized by the Customer in writing.

K. Effect of Termination and/or Expiration

Upon any termination and/or expiration of this Agreement, this Agreement shall forthwith become void and there shall be no liability of obligation on the part of any party hereto or their respective directors, officers, employees, agents or other representatives, except that the provisions of Sections G, H, I, J, K, L, M, N and P shall remain in full force and effect.

L. Force Majeure

In the event the Company is unable to provide the Services as specified in this Agreement because of any mechanical failures, road work and closures, traffic conditions, weather conditions, act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action, epidemic, pandemic or any other condition or cause beyond Company's control ("Force Majeure Event"), Customer shall excuse the Company from performance under this Agreement until such time as the Force Majeure Event no longer prevents performance.

M. Dispute Resolution

1. The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If the parties cannot agree upon a mediator, either party may ask the presiding or equity

judge of the Hamilton County Court of Common Pleas to name a mediator, and the parties shall then submit the dispute to mediation using that mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

2. First Student shall be entitled to all attorney's fees and other costs associated with recouping any amounts owed under this Agreement.

N. Governing Law

The laws of the State of Ohio govern all matters, claims or causes of action (whether in contract or tort) arising out of this Contract, the transactions contemplated under this Contract, the actions or omissions of the parties arising from or related to this Contract, the rights and obligations of the parties under this Contract or the negotiation, execution or performance of this Contract without consideration of Ohio's conflicts of laws principles. The courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any suit or action against First Student arising out of or relating to this Contract. Customer hereby consents to the personal jurisdiction of such courts and waives any objections to such venue.

O. Privacy

1. When the California Consumer Privacy Act ("CCPA") does not apply, First Student shall not use, retain, or disclose a consumer's Personal Information (as defined in applicable law) except to perform the services hereunder for the Customer and/or for the following of First Student's own internal business purposes such as auditing related to a current interaction with the Customer and concurrent transactions, detecting security incidents, debugging to identify and repair errors, short-term, transient use, performing services on behalf of the Customer, undertaking internal research, or undertaking activities to verify or maintain the quality or safety of a service.
2. The following provision governs the responsibilities of the parties when the CCPA applies:
 - (a) "CCPA" means the California Consumer Privacy Act and regulations implemented under it.
 - (b) "Aggregate Consumer Information", "Business", "Business Purpose", "Collects", "Consumer", "Deidentified", "Personal Information" (PI) and "Service Provider" shall have the meanings given to such terms in the CCPA.
3. Customer PI Collected in the course of performing the Services is the Customer's property, which the Customer owns and controls. The Company shall not retain, use, or disclose Customer PI for any purpose other than performing the Services for the Customer as specified in the Agreement(s), unless for a reasonable Business Purpose related to the Services (e.g., fraud prevention, accident and personnel investigations, and security), or as otherwise required under applicable law or court

order (“Permitted Purposes”). The Customer authorizes and directs the Company to retain, use and disclose Customer PI for the Permitted Purposes, but for no other purposes. It is understood and agreed that the Company may itself independently Collect PI ancillary to the Services as a Business, as opposed to as a vendor (e.g., by managing our personnel and their conduct and activities), which data shall be the the Company’s property, solely owned and controlled by the Company, and the Company shall be solely responsible for compliance with the CCPA and applicable laws regarding such data. In addition, the Company is authorized as part of the Services to create Aggregate Consumer Information or Deidentified data from the Customer PI, which upon such creation shall no longer be Customer PI and shall be the Company’s property, solely owned and controlled by the Company, and the Company shall be solely responsible for compliance with applicable laws regarding such data; provided, however, that the Company commits not to attribute the Customer as the source of such data except to the extent required under applicable law or court order.

4. The Company shall reasonably cooperate with the Customer to assist the Customer in meeting its obligations regarding Customer PI under the CCPA and other applicable laws, including, without limitation deleting specific Customer PI; provided, however, that if the cooperation requested would result in any material expense or expenditure of time or resources, the Company shall be entitled to charge on a time and materials basis. In such case, the Company shall first provide a cost estimate to the Customer and the parties shall mutually agree upon the scope of assistance and the cost thereof.

P. Miscellaneous

1. Notices. Notice by any party hereunder shall be deemed given when (a) hand delivered, (b) mailed, postage prepaid, certified or registered, return receipt requested, or (c) sent by guaranteed twenty-four hour delivery service, addressed to the other party at the addresses appearing on the face of this Agreement; provided that either party may, by written notice to the other party as set forth herein, change the address to which any such notice shall be sent.
2. Relationship of Parties. The Company shall perform its work and Services hereunder as an independent contractor and this Agreement shall not be construed to make the Company an agent or employee of the Customer for any purpose whatsoever. The Company, its employees and agents are not granted by this Agreement (or otherwise) any express or implied right or authority (nor shall the Company take any action which would have the effect of creating the appearance of such authority) to assume, create or incur any obligation or responsibility on behalf of or in the name of the Customer, or to make any promise, warranty or representation binding on the Customer in any manner whatsoever. The Company, its employees and agents shall not act or purport to act as agents or employees of the Customer when undertaking any activity in connection with this Agreement.

3. Binding Agreement. This Agreement shall be binding on and shall insure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
4. Assignment. Neither party shall assign this Agreement to any other person without prior written consent of the other party.
5. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument, and signatures on any counterpart delivered by facsimile transmission shall have the same effect as the original signature.
6. Entire Agreement.
 - (a) This Agreement, including all exhibits and schedules hereto, constitutes the entire agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this agreement. all prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly superseded by this contract. The provisions of this agreement may not be explained, supplemented or qualified through evidence of trade usage, course of performance or a prior course of dealings. in entering into this agreement, neither party has relied upon any statement, representation, warranty nor agreement of the other party except for those expressly contained in this agreement. there are no conditions precedent to the effectiveness of this agreement, other than those expressly stated in this Agreement.
 - (b) In the event of a conflict between the terms of this Agreement and any other document or agreement between the Customer and First Student, the terms and conditions of this Agreement shall control. If any portion of this Agreement is found to be void or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
7. Waiver. No The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppels of any right, remedy condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person. The remedies provided for herein are cumulative and are not exclusive or any remedies that may be available to any party at law or in equity or otherwise.
8. **THE SERVICES PROVIDED BY FIRST STUDENT ARE PROVIDED ON AN "AS IS", "WHERE IS" BASIS. FIRST STUDENT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS,**


INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

- 9. IN NO EVENT SHALL FIRST STUDENT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) OF ANY KIND EVEN IF FIRST STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FIRST STUDENT COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. FIRST STUDENT' S AGGREGATE LIABILITY SHALL NOT EXCEED FOR ANY REASON WHATSOEVER THE AMOUNT OF FEES RECEIVED FROM THE CUSTOMER UNDER THIS AGREEMENT.**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives the day, month and year set forth above.

CUSTOMER

By: 
Name: Charmon E. Evans
Title: Executive Director
Date: 6/30/21

FIRST STUDENT, INC.

By: Brandon Dudley
Name: Brandon Dudley
Title: Director of Outside Charter Sales
Date: 06/30/2021

Exhibit A

Terms: School to Afternoon Program Bus Service: August 18, 2021 to June 17, 2022

Service:

Daily Transportation from 1099 Bedford Drive, Camarillo, CA 93003 to Boys & Girls Club of Camarillo, 1500 Temple Ave, Camarillo, CA 93010.

Service dates are and start times based upon Exhibit C Bus Schedule

Cost:

Pricing will be at as follows \$455 for 4.5 hours gate to gate time. Any additional hour billed at \$85 per additional hour. These will be billed on 15-minute increments.

Payment/Invoicing:

Customer will have net 30 payment terms based upon corporate credit check.

Additional Charges:

Any applicable parking fees and/or tolls would be billed out additionally post completion of the trips. If no parking fees or tolls occur, then no additional charge will be needed.

Cancellation fee may apply if the bus is cancelled with less than a 24-hour notice

Service Notifications: If service is interrupted for any reason, First Student will notify the customer designee immediately. All buses are radio equipped. In the event of a breakdown while on route, a replacement bus will be driven to the route. Operator "no shows" are replaced by our stand-by drivers or supervisors. Cross-training is done to minimize service disruption due to sick days, vacations or unexpected absences.

Exhibit B

Additional Terms and Conditions

A. First Student's Responsibilities:

1. To use appropriately trained personnel to perform the Services safely and in a professional manner subject to the terms and conditions of this Agreement.
2. To issue a full refund to the Customer when the Services are cancelled by First Student.

B. Customer's Responsibilities:

1. To comply with all rules, regulations and instructions, including but not limited to the COVID-19 Guidance, of First Student relating to the Services and all applicable laws.
2. To sign a trip sheet upon the request of the driver when the Services have been completed.
3. Driver gratuities are not included and should be paid directly to driver at the time of Services.
4. Provide a primary point of contact for driver and other First Student personnel through duration of event.
5. Ensure all passengers conduct themselves in an orderly manner and leave the bus or other First Student vehicle in the pre-trip condition.
6. To indemnify, defend and hold harmless First Student from and against all claims, damages and expenses (including reasonable attorney's fees) arising out of, or related to, the conduct, including but not limited to negligence, of the Customer or any passengers, during the performance of, or relating to, the Services provided by First Student pursuant to this Contract.

C. Passenger Conduct:

First Student may refuse to transport the Customer or any of the passengers, or may remove any of the passengers from the bus or other First Student vehicle at any point, in the driver's sole discretion, for one or several reasons, including without limitation:

1. A passenger's conduct is disorderly, abusive or violent;
2. A passenger appears to be intoxicated or under the influence of alcohol or drugs,
3. A passenger attempts to interfere with the driver or the operation of the bus or other First Student vehicle;
4. A passenger refuses to obey instructions from the driver;
5. A passenger engages in any action, voluntary or involuntary, that might jeopardize the safety of the bus or other First Student vehicle or any of the vehicle's occupants.

D. Prohibited Items:

The following items and activities are prohibited at all times on a bus or other First Student vehicle unless you have received prior written permission from First Student: (a) smoking; (b) decorations; (c) glass containers or kegs; (d) alcohol, drugs or other intoxicating substances; (e) flammable materials; butane operated grills or other combustibles; (f) guns, knives or any other weapons; and (g) animals.

E. Open Alcohol Containers:

First Student will operate all charter trips in accordance with and limited by all governing state laws and regulations pertaining to open alcohol containers in vehicles. If governing state law permits open alcohol containers on buses or in any other First Student vehicles and Customer requests a charter with open alcohol containers and First Student grants permission for open alcohol containers on its buses or other First Student vehicles in accordance with the terms of this Agreement, then all of the following shall apply:

1. Only adults of legal drinking age may consume alcohol on the bus.
2. The Customer may be charged a non-refundable clean up fee, in addition to a refundable damage deposit. The damage deposit refund amount will be determined by the condition of the vehicle upon return. Dollar amount and details of the refundable damage deposit may vary by location; and will be communicated upon acceptance of agreement.
3. No kegs or glass containers are permitted under any circumstances.

As stated in this Agreement, First Student reserves the right to refuse to permit open container alcohol on any bus or in any other First Student vehicle at any time.

F. Social Distancing:

In the event that there are applicable laws or regulations in existence at the time of the Services that require social distancing, such applicable laws or regulations may dictate a need to alter capacity allowances. Any such capacity changes may result in the need for additional buses, which may result in a change of price and will be subject to the availability of any additional buses. Customer acknowledges receiving First Student's social distancing guidance information (the "COVID-19 Guidance") referred to in Addendum A hereto.

**ADDENDUM A - TO TERMS AND CONDITIONS OF SERVICE
COVID-19 WAIVER AND RELEASE OF LIABILITY**

Please read thoroughly and carefully.

The Customer, for itself, and on behalf of the passengers, acknowledges that the Novel Coronavirus/COVID-19 (“**COVID-19**”), is a worldwide pandemic, is extremely contagious, and is known to spread mainly through person-to-person contact. The Customer, for itself and on behalf of the passengers, acknowledges that it is very difficult to know who may have COVID-19.

The Customer, for itself, and on behalf of the passengers, desires to be transported by charter bus operated by First Student as set out in the Charter Bus Agreement. The Customer, for itself, and on behalf of the passengers, acknowledges doing so may expose the passengers to COVID-19. The Customer, for itself, and on behalf of the passengers, acknowledges that while First Student has put in place measures to try to reduce the spread of COVID-19, those measures cannot and do not guarantee the passengers will not contract COVID-19. Customer, for itself, and on behalf of the passengers, acknowledges and understands that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of passengers and others, including, but not limited to, First Student, staff, and other customers, their families and other passengers. The Customer, for itself, and on behalf of the passengers, nonetheless voluntarily seeks the services provided by First Student and acknowledges that in doing so the Customer, for itself, and on behalf of the passengers, could be increasing the risk of passengers’ exposure to COVID-19.

The Customer, for itself, and on behalf of the passengers, agrees and acknowledges at the time of booking the fare, the Customer was fully informed and understands First Student’s COVID-19 Social Distancing Guidance to Passengers regarding social distancing (“**COVID-19 Guidance**”). The Customer, for itself, and on behalf of the passengers, agrees and consents to abide by the COVID-19 Guidance.

The Customer, for itself, and on behalf of the passengers, agrees and acknowledges First Student is not responsible or required to enforce whether passengers and others are adhering to social distancing guidance. The Customer, for itself, and on behalf of the passengers, agrees and acknowledges First Student is not responsible or required to remove passengers or others from the charter bus who do not adhere to social distancing guidance.

BY ACCEPTING ANY AND ALL SERVICES FROM FIRST STUDENT, AND TO THE GREATEST EXTENT PERMITTED BY LAW, THE CUSTOMER, FOR ITSELF, AND ON BEHALF OF THE PASSENGERS, AGREES TO RELEASE, NOT TO SUE, AND HOLD HARMLESS FIRST STUDENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, MANAGERS EMPLOYEES, AGENTS, INSURERS, AND CONTRACTORS (COLLECTIVELY “THE COMPANY”) FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CLAIMS, COSTS, DEMANDS, LIABILITIES, COMPENSATION FOR DAMAGES, AND EXPENSES OF EVERY KIND (INCLUDING BUT NOT LIMITED TO TESTING, MONITORING, AND TREATMENT) THAT MAY BE CAUSED BY ANY ACT, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES ARISING FROM OR IN ANY WAY IN CONNECTION WITH ANY SERVICES WE RECEIVED FROM THE COMPANY AND COVID-19. THE CUSTOMER, FOR ITSELF, AND ON BEHALF OF THE PASSENGERS, UNDERSTANDS THIS RELEASE DISCHARGES THE COMPANY FROM ALL CLAIMS THAT WE, OUR HEIRS, OR ANY PERSONAL

REPRESENTATIVES MAY HAVE AGAINST THE COMPANY WITH RESPECT TO ANY INJURY, ILLNESS, DEATH, AND MEDICAL TREATMENT DUE TO OR RELATED TO COVID-19.

The Customer, for itself and on behalf of the passengers, acknowledges and agrees that the Customer has read the foregoing COVID-19 WAIVER AND RELEASE OF LIABILITY and understands the contents. The Customer is at least eighteen (18) years old and fully competent to give consent for itself, its passengers and/or on behalf of any minor children for whom the Customer and the passengers are parents or legal guardians. The Customer, for itself and on behalf of the passengers, has been sufficiently informed of the risks involved with receiving Services from the Company and that the Customer, for itself and on behalf of the passengers, gives its voluntary consent to this waiver with full intention to be bound by the same and free from any inducement or representation.