



SHIPPING WAIVER AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of, 2023, between Thrive Health Solutions LLC (Thrive), its subsidiaries, related companies, affiliates, agents and contractors and _____ (**Recipients**).

RECITALS:

Thrive utilizes a high priority package delivery service (USPS, UPS, Fed-Ex, etc) as a value added service to our customers/patients, however has no control over the shipping process once the package has been turned over.

THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties hereto agree as follows:

- A. The Recipient agrees that USPS, UPS, FedEx, etc. may leave and release packages at the designated delivery location without a signature being required.
- B. The Recipient agrees that the issuance of a delivery tracking receipt (USPS, UPS, FedEx) noting the designated location of delivery shall constitute proof of delivery in accordance with the Recipient's instructions.
- C. The Recipient shall not hold Thrive liable for any loss, damage or mishandling/mis-delivery of packages and shall indemnify Thrive and hold it harmless from all claims of liability, including any expenses related thereto, and further including any attorney's fees or other litigation costs, arising by reason of loss or damage to any packages handled under the terms of this Agreement.
- D. The Recipient will not hold Thrive liable for failing to comply with any of the instructions in this Agreement.
- E. Insurance may be placed at the time of order/shipping at the sole direction, discretion and expense of the recipient, however in no way affects the waiver and indemnification of Thrive.

This Agreement shall be binding on the parties upon written approval below.

FULL NAME _____

ADDRESS _____

CITY

STATE

ZIP

Phone: _____ **email:** _____

RECIPIENT SIGNATURE

DATE

For Thrive Internal Use Only

APPROVED/DISAPPROVED BY:

THRIVE MANAGER NAME

SIGNATURE