BELMONT-HARRISON VOCATIONAL SCHOOL DISTRICT

WAIVER OF LIABILITY AND WARRANTY

I have requested services from the students of the Belmont-Harrison Vocational School District with respect to my property identified below as follows:

PROPERTY:

SERVICES REQUESTED:

I understand and acknowledge that the following terms and conditions govern my request:

- 1. All services shall be performed by students of the District in accord with the programs of the District. However, **NO WARRANTY OR OTHER GUARANTEE** of said services as to their quality or fitness for a particular purpose is made by the Board of Education, its Administration, employees or contracted agents.
- 2. Upon completion of the services, I must accept said services and my property in an AS IS condition.
- 3. Time is not of the essence in the completion of the services and, if at any time, I am not satisfied with the pace of the services being performed, or, if upon my inspection, I am not satisfied with the quality of the work being performed, then I may retrieve my property from the District at my option. However, upon retrieval, I must accept the work completed and my property is an **AS IS** condition with **NO GUARANTEE OR WARRANTY** of workmanship, as to quality or fitness for any particular purpose.
- 4. Neither the Board nor its students, Administrators, teachers/instructors or other agents of the Board of Education have any responsibility for any loss or damage to my property while in the performance of said services or while in the possession or control of the School District other than an intentional act for the specific purpose of causing damage or loss to my property.
- 5. I understand and acknowledge that no person, acting or purporting to act on behalf of the Board of Education, is authorized to modify or change these terms and conditions.

SIGNATURE PAGE TO FOLLOW

BY SIGNING THIS WAIVER OF LIABILITY AND WARRANTY, I UNDERSTAND THAT I SHALL HAVE NO REMEDY OR CAUSE OF ACTION AGAINST THE BOARD OF EDUCATION, ITS STUDENTS, ITS TEACHERS/INSTRUCTORS, EMPLOYEES OR AGENTS OFR ANY DAMAGE TO MY PROPERTY RELATING IN ANY MANNER TO THE SERVICEES PERFORMED OR TO BE PERFORMED OR ANY CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM THE SAME.

I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT NEITHER THE BOARD OF EDUCATION, ITS STUDENTS, TEACHERS/INSTRUCTORS, EMPLOYEES OR CONTRACTED AGENTS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY OF THE WORKMANSHIP OF

THE SERVICES PERFORMED OR TO BE PERFORMED OR THEIR FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY.

I EXECUTE THIS WAIVER OF LIABILITY AND WARRANTY OF MY OWN FREE WILL AND AFTER REVIEWING ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND WITH FULL KNOWLEDGE AND APPRECIATION OF THE CONSEQUENCES OF DOING SO.

Owner Signature	<u> </u>		
Owner Print Name			
Street Address	City	State	ZIP
Street Address	City	State	ZII
Telephone Number			
Date			
Received on behalf of the Belmont-Harriso Vocational School District	on		
RV·			