DAMAGE WAIVER AND RELEASE

I, _____, have the authority for myself and any other party connected with the ownership or receipt of the HOT TUB to enter into this agreement and further acknowledge that packing, loading, transporting, and unloading HOT TUBS creates certain risks to my property, myself, and anyone present at locations being serviced. I hereby waive and release F. Bennett Enterprises, LLC and Spa Guys, LLC and any of its subsidiaries, owners, officers, employees, agents, subcontractors for any liability for any damage to the Hot Tub, its components, and for any damage the premises that may occur to which they are going to be transported to and from.

The Hot Tub, other property, and items may be broken, dropped, scraped, torn, scratched, lost, or otherwise damaged during the process of moving the tub.

No liability shall be provided for the mechanical or electrical derangements of your HOT TUB.

Further, I further understand transporting or preparing to transport Hot Tubs, is dangerous and could result in injury or damages. . Bennett Enterprises, LLC and any of its subsidiaries, owners, officers, employees, agents, subcontractors will not be responsible for electrical and mechanical functions and/or damages of the items moved, as their condition before the moving services took place cannot be determined. Items may have been previously installed improperly; they may be worn out by time or use or may have unseen damages because of flooding, electrocution, or fire.

I agree that the installation of Hot Tub and re-connecting/mounting of the Hot Tub or any of its components is my personal responsibility. Services do not include the removal (or installation) of items secured to the premises in connection with the Hut Tub. Any assistance given is only by courtesy. **COMPANY STRONGLY RECOMMENDS THAT YOU HIRE A PROFESSIONAL SERVICE PROVIDER TO INSTALL ALL ELECTRONIC DEVICES AND APPLIANCES.**

I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS F. Bennett Enterprises, LLC and Spa Guys, LLC and any of its subsidiaries, owners, officers, employees, agents, subcontractors, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) for damages to my property or person resulting from NEGLIGENCE during the move or resulting from an improperly installed home appliance.

_____   _____

Name   Date

_____   _____

Name   Date