

LIABILITY RELEASE AGREEMENT

This Liability Release Agreement (“Release”) is made between URBNTEK LLC, a limited liability company organized under the laws of the state of California (“Company”), and _____ (“Customer”); each of which may be individually referred to as “Party”, whereas the combination may be referred to as the “Parties”.

Whereas, Company seeks to provide certain fire-protective products and/or services, including, for example, installation and removal of one or more fire-retardant building covers (the “Service”), or sale of a fire-retardant building cover (“Product”); and

Whereas, Customer seeks to purchase, or to receive installation of said one or more fire-retardant building covers on at least one structure controlled by Customer, and removal of the same, in effort to slow or stop fire-related damage to said at least one structure;

Now therefore, the Parties agree to commence the Service accordingly.

This release form must be initialed and signed where indicated by the Customer acknowledging agreement and unconditional acceptance of the terms and conditions as set forth within this Release as a condition of any sale or rental between the Company and Customer.

After signing this Agreement, please send to Company at 7459 Bagdad Street, San Diego CA, 92111 or scan and return via email to chazcastelo@urbntek.com. No sale, purchase, or deposit can be registered or processed until this form has been received and approved by Company. Form and signature must be legible.

COMPANY DISCLAIMER OF WARRANTY & LIABILITY

Customer acknowledges and agrees that the limitations set forth in the Company Disclaimer of Warranty & Liability are fundamental elements of this agreement and information on the

Company's website, as well as its Products and/or Services would not be provided to Customer absent such limitations.

THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT EXTREME CONDITIONS ASSOCIATED WITH WILDFIRES, INCLUDING: HIGH HEAT, HIGH WINDS, LOW HUMIDITY, AND UNPREDICTABILITY ASSOCIATED WITH FIRES IN GENERAL, IT IS IMPOSSIBLE TO MAKE GUARANTEES OF SUITABILITY OR PERFORMANCE OF ANY KIND. AS SUCH, NO EXPRESS OR IMPLIED GUARENTEES OF SUITABILITY OR PERFORMANCE ARE MADE.

Before using the Product or accepting the Service hereunder, Customer agrees to assume, and hereby assumes, all risks and liabilities in connection with deployment, take down, application, use and/or storage of Company's Products. *Cust. Int.* _____

Company agrees to replace any Product found to be defective within 90 days from the date of purchase.

Company makes no guarantees or statements of suitability for any use of its Products, Services, or results derived therefrom, and assumes no obligation or liability in connection with information provided by Company or the use of its Products and Services. Accordingly, Company makes no guarantees, representations, or warranties in respect of the Products and/or Services, including, but not limited to, warranties of merchantability, and/or warranties of fitness for any purpose. Company shall not be liable for any loss, injury or death or any direct or indirect damages arising out of the use of its Products and/or Services.

Company, it's employees, management, directors, consultants, vendors, distributors, contractors or manufactures make no claims or statements, or offer any assurance or assurances, guarantees, promises, either direct or implied, as to the effectiveness or suitability of its products to protect any property or possessions from fire damage or any other calamity whether anticipated or foreseen. Company and its suppliers and vendors disclaim all express or implied representations or warranties regarding the information, services, products, materials, and any other resources

available on or accessible through it's website or via direct contact with the company, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. All such information, services, products, materials, and other resources are made available "as is" and "as available" without warranty of any kind. Property damage up to and including total destruction of the structure or property being covered may occur even under the best conditions. Company shall not be liable for any loss, injury or death or any direct or indirect damages arising out of the deployment of, or use of, its Products and/or Services. In addition, Company shall not be liable for any damage to all or a portion of a structure, including broken tiles, paint damage, destruction of plants, or other damages connected with installation or product wear about the structure. *Cust. Int.* _____

There are uses and environments for which Company's Products are unsuitable. It is the Customer's sole responsibility to determine whether the Products are appropriate for the intended use and comply with the health and safety laws as well as any state or federal regulations.

Company's Products are not fire-proof! They are fire-retardant, and often, but not always, may function to slow progression of fire about a particular structure.

WARNING!

IMPROPER DEPLOYMENT OR USE OF COMPANY'S PRODUCTS MAY RESULT IN PERSONAL INJURY OR DEATH. IN ADDITION, PROPERTY DAMAGE OR TOTAL DESTRUCTION OF THE STRUCTURE OR PROPERTY BEING COVERED MAY OCCUR EVEN UNDER THE BEST CONDITIONS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO PRODUCTS, GOODS, OR SERVICES PURCHASED THROUGH COMPANY, VIA WEBSITE ORDERS, PHONE ORDERS, OR FROM COMPANY'S SUPPLIERS OR VENDORS, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR VENDORS, BE LIABLE FOR ANY

DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, RELOCATION EXPENSE, INSURANCE DEDUCTIBLE OR PREMIUMS, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR PERFORMANCE OF ITS PRODUCTS OR INFORMATION, WITH THE DELAY OR INABILITY TO DELIVER PRODUCTS TO THE CUSTOMER OR THE DEPENDENCE ON THIRD PARTIES TO PROVIDE DELIVERY SERVICE TO THE CUSTOMER OR THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY SUCH PRODUCTS, GOODS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Cust. Int. _____

By signing this agreement, Customer, its owners, affiliates and assigns, release Company, its employees, owners, and contractors from all liability, claims, and/or redress from the use Company's Products or Services. Customer also agrees that all sales are final whether the product is used or not.

Date:

Signed:

Print Name:

Title:

Address:

City/State/Zip:

Phone:

<p>Internal Use Only</p> <p>Receive Date:</p> <p>Approved:</p>
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Verified By: Verified Date:
