## RELEASE AND WAIVER OF LIABILITY AGREEMENT

For and in consideration of Fabrication Syndicate to perform work or services or provide materials at the direction of Fabrication Syndicate on its property. I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for negligence and any other damages for personal injury, death or other damage which I may have, or which may hereafter accrue to me, as a result of the performance of work or services.

I assume all risk of personal injury, death or property loss resulting from any cause whatsoever. I accept full responsibility for injury, death, property damage or injury inflicted on others. I agree to give up and make no claim against Fabrication Syndicate, their officers, directors, agents or employees for any injury to myself or others, death or property damage regardless of cause, including alleged negligence or fault. I agree that my signature on this waiver and release confirms absolutely my agreement to be bound by all these terms and others posted.

For myself, spouse, legal representative, agents, heirs and assigns, I do hereby release, discharge, indemnify, waive and agree to hold Fabrication Syndicate, any of their employees and owner(s), agents, assigns, heirs, officers harmless and free from any and all liability of incident, injury or damages arising out of or in connection with the products or services provided.

Liability shall include but not be limited to all claims, demands, losses, causes of action, suits or judgments of any kind that myself or my guardians, heirs, executors, administrators and assigns may have against Fabrication Syndicate, any of their employees and owner(s), agents, assigns, heirs, officers from which they are employed because of personal, physical or emotional injury, accident, illness, or death, or because of any loss of or damage to property that occurs from products or services provide, that may result from any cause including but not limited to Fabrication Syndicate, any of their employees and owner(s), agents, assigns, heirs, officers from which they are employees or other acts than fraud, willful misconduct or violation of the law.

This release is intended to discharge, in advance Fabrication Syndicate and their officers, directors and agents, from any and all liability arising out of or connected in any way with the performance of work or services or provision of materials, even though that liability may arise out of negligence or carelessness on the part of Fabrication Syndicate or any of their employees and owner(s), agents, assigns, heirs, officers.

I further agree to indemnify and hold Fabrication Syndicate harmless from any and all claims, demands or other liabilities arising out of or in any way connected with any material, work or services performed, including payment of attorney's fees incurred by Fabrication Syndicate in responding to or defending against any claim, demand, or liability asserted.

I understand the potential physical, mental and emotional dangers incident to performing the work or services or providing materials. I am fully aware of the legal consequences of signing this agreement and have been afforded the opportunity to seek legal counsel regarding the same. By signing below, I understand I am waiving certain rights and assuming the risk of damage from the parts or services.

Name:\_\_\_\_\_

Signed:\_\_\_\_\_

Date:\_\_\_\_\_