**Precision** 

 **Stoneworks Waiver of Liability: Brackets**

*Where Quality Matters*



COUNTERTOP BRACKET WAIVER/INCORRECT BRACKETS/PROVIDED BRACKETS

IN CONSIDERATION OF the risk of damages to purchased property (Countertop surfaces exceeding a 10 inch overhang) that can occur while waiving countertop brackets, using potentially incorrect or customer provided brackets in INSTALLATION OF COUNTERTOPS (hereinafter the Installation) and;

IN CONSIDERATION OF my desire to waive the use of recommended countertop brackets, use potentially incorrect or customer provided brackets OR no brackets in said Installation and being given the right to waive or use in same;

I HEREBY release and discharge PRECISION STONEWORKS, located on 17601 Ashley Drive, Building C1, Panama City Beach, FL 32413 OR at 1090 Parkway Industrial Park Drive, Buford, GA 30518 and their affiliates, managers, agents, attorneys, staff and representatives from any liability of potential damages; injury and installation error to purchased property occurring as a direct result of my waiver of recommended brackets and use of potentially incorrect or customer provided brackets in and after the aforementioned Installation.

I AM VOLUNTARILY WAIVING RECOMMENDED BRACKETS, UTILIZING POTENTIALLY INCORRECT, CUSTOMER PROVIDED OR NO BRACKETS IN THE AFOREMENTIONED INSTALLATION ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH WAIVING RECOMMENDED BRACKETS AND UTILIZING POTENTIALLY INCORRECT OR CUSTOMER PROVIDED BRACKETS IN THIS INSTALLATION, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: DAMAGES OCCURRING TO PURCHASED PROPERTY DURING INSTALLATION BY LACK OF OVERHANG SUPPORT AND WAIVER OF PURCHASED PROPERTY REPAIRS OR WARRANTY. I UNDERSTAND THAT THESE OUTCOMES MAY ARISE FROM WAIVING RECOMMENDED BRACKETS IN AND AFTER INSTALLATION. I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY WAIVER OF RECOMMENDED BRACKETS IN THIS INSTALLATION.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER OF LIABILITY" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AGREE TO RELEASE PRECISION STONEWORKS, ITS AFFILIATES, MANAGERS, AGENTS, ATTORNEYS, STAFF AND REPRESENTATIVES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO TAKE LEGAL ACTIONS AGAINST PRECISION STONEWORKS FOR PURCHASED PROPERTY DAMAGES DURING OR AFTER INSTALLATION OR INSTALLATION ERROR DUE TO LACK OF OVERHANG SUPPORT.

I agree that this Waiver shall be governed for all purposes by Florida OR Georgia law, without regard to any conflict of law principles. This Waiver supersedes any and all previous oral or written promises or other agreements.

I, THE UNDERSIGNED PURCHASER & PARTICIPANT, AFFIRM THAT I HAVE READ AND UNDERSTAND THE FULL CONTENTS OF THIS AGREEMENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY & CONTRACT AND THAT I RELEASE PRECISION STONEWORKS FROM ANY RESPONSIBILITY FOR THE RISKS THAT MAY ARISE BY WAIVING RECOMMENDED BRACKETS & UTILIZING POTENTIALLY INCORRECT OR CUSTOMER PROVIDED BRACKETS IN THIS INSTALLATION

Company Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Customer Signature:: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_