

RELEASE OF LIABILITY

(Version B)

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

Please return this document to me (Jennifer Everett of Greener House Cleaning) by e-mail (greener_clean@yahoo.com) or fax (888-411-6826) to confirm that you have read, understand, and agree to all of the below.

If the copy you e-mail cannot be signed, please have a signed copy waiting for me when I arrive to clean.

Assumption of Risks

Waiver of Product/Method Compatibility Risks

Though every effort is made to ensure (ahead of time) product compatibility, there will be unknown risks (such as whether your tile of 20 years ago is of the same chemical composition as the one I tested my products on, and in the same condition as new (as in, previous actions may have weakened the surface). The safest approach (though still not a guarantee) would be to carry out tests (in small inconspicuous areas) in each new home I clean if either of us is not 100% sure of product compatibility. So, **you have an option:** 1) you either need to waive the tests and assume responsibility for the risk involved, agreeing on behalf of anyone with ties to your home to hold me harmless forever, or 2) you need to grant me permission to include as part of my first clean time to do proper testing.

I do my best to communicate ahead of time any (usually very small) risks I am aware of (such as that 1. dust as it is made up of tiny particles of dirt/rock, scratches plastic so the less dust there is, the less chance of scratching; 2. The more dried-on, old food—such as rancid oil—etc. stuff that is on a surface, the more scrubbing might be necessary to remove it, and even light scrubbing can scratch some surfaces, especially those made of plastic—such as plastic toaster ovens and the interior and/or exterior of some microwaves) so that you can decide accordingly.

That said, whether or not on-site testing has been done, you agree on behalf of anyone with ties to your property to assume responsibility for the inherent risks involved with hiring me to do cleaning and restoration work for you (such as that by buffing scratches out of fiberglass, sometimes when one is finishing up a project, a weakness in the fiberglass resin may manifest a slight pitting—in the case of major scratch removal, this may be an acceptable trade-off, though) and to defend, hold harmless, and forever release me and anyone with ties to my business (such as spouse, heirs, administrators and assigns, management, employees, volunteers, agents, sponsors, independent contractors, insurance carrier and equipment suppliers) from any and all claims of this sort and with regard to any stage of the cleaning and restoration work I do for you.

Waiver of Ordinary Negligence and Risks of an “Unknown” Nature

Aside from product compatibility, technique, and such, in life there is always general risk (including but not limited to the possibility of an adverse reaction to an aromatic extract—ranging from simple dislike to death) and the chance of human error along with the damage resulting from it (such as scratches, dings, or other such mistakes). By signing this document, you hereby agree to accept and assume responsibility for this range of risk and damage and (on behalf of anyone with ties to your being or property) forever defend, hold harmless and release me and anyone with ties to my business (such as spouse, heirs, administrators and assigns, management, employees, volunteers, agents, sponsors, independent contractors, insurance carrier and equipment suppliers) from any and all claims of this sort.

Gross Negligence and Liability Insurance

I hold liability insurance to cover cases of gross negligence (which borders on cruel intention) and mistakes like the following: if while vacuuming, the chord knocks over and breaks your \$10k statue, or if while ironing, I drop the iron, don't notice it, and burn an iron-sized hole in your carpet.

Pet Request

If you have any pets, please keep them (with litter box, crate, food, water, or anything else they might need) in a closed room for the duration of the clean. This will allow me to unload my vehicle without worry and allow me space to clean without concern that they will get into cleaning products.

Other Considerations

No promises are made with regard to how much of your wish list can be accomplished in any given period of time.

I reserve the right to not provide service if I feel it correct to not do so--if the house smells of mold, for instance.

Authorization to Obtain Emergency Medical Care

By signing this document, you are giving me authorization to obtain emergency medical care for anyone (pets in particular) on your property who may need it at the time that I am caring for your property, if no other legally authorized people are present. The type of emergency care granted would include but not be limited to first aid (I am not up to date in my certification, so this would be provided by someone else unless I become certified again), CPR (same as for first aid) and AEDs (to be provided by someone other than me); emergency transport (to be provided by a professional unless instructed by that professional that it would be okay for me to provide it), and the sharing of medical information with medical personnel. You also assume all costs involved in the call for or delivery of emergency care.

By signing, you also hereby (on the behalf of anyone with connection to your being or property) forever release me and anyone with ties to my business (such as spouse, heirs, administrators and assigns, management, employees, volunteers, agents, sponsors, independent contractors, insurance carrier and

equipment suppliers) from any liability associated with the attempt to provide emergency medical care in the event that your emergency contact cannot be immediately reached and no other legally authorized person is present.

Proof of Agreement

By signing below, you are saying that you have read this document, understand it, and agree to its terms. You are affirming that this agreement supersedes any and all previous oral or written promises or agreements. You further understand that by signing this release, you are voluntarily surrendering certain legal rights and in most cases making a covenant not to sue in the case of injury or loss.

Dated: _____

Printed Name: _____

Signature: _____

Address: _____, Washington _____

In case of an emergency,
please call _____ (Relationship: _____)
at _____ Ext. (Day), or _____ Ext. (Evening).