

Waiver and Release of Liability Agreement

In consideration of being hired to Media Blast my car and or parts as provided by DrBlast DBA DRB Plastic Media Blasting, I hereby understand and agree to this release of liability, waiver of legal rights, and assumption of risk and to the terms hereof as follows:

1. I acknowledge that Media Blasting is an abrasive process whereas a high-volume of air is compressed and blasting media is introduced into this air stream and propelled at my car, parts and other items at a high rate of speed. I also acknowledge this process finds weak areas in the substrate and may 'punch through' creating holes, rips, and tears, or, finding these pre-existing conditions and causing these conditions to become exasperated.
2. This Media Blasting process and activities have inherent risks that no amount of care, caution, instruction or expertise eliminates and I EXPRESSLY VOLUNTARILY ASSUME ALL RISK OF DAMAGES SUSTAINED WHILE PARTICIPATING IN THE MEDIA BLASTING OPERATIONS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTY.
3. I take full responsibility for, RELEASE AND HOLD HARMLESS DrBlast, DRB Plastic Media Blasting, and their agents, employees from any and all liability, claims, or causes of action that I may hereafter have for injuries or damages arising out of my participation in hiring DrBlast, DRB Plastic Media Blasting, included, but not limited to, losses caused by the NEGLIGENCE OF RELEASED PARTIES.
4. I further agree that I WILL NOT SUE OR MAKE CLAIM against the Released Parties for damages or other losses sustained as a result of the Media Blasting process uncovering any pre-existing damages. Furthermore, I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs including attorney's fees, incurred in connection with any action brought as a result of participation in having your car, parts or other items Media Blasted by DrBlast, DRB Plastic Media Blasting. I also agree that Media Blasting has no definitive outcome and only Paint, Primers, Body Fillers, Rust, and Undercoating will be removed, and the condition of the substrate cannot be guaranteed. **I also understand all efforts will be made to preserve and care for my project(s) by DrBlast DRB Plastic Media Blasting.**
5. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights, and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from any injury, loss or damage of property, sustained from participation in the Media Blasting process activities including any claims for negligence of the Released Parties.
6. I further represent that I am at least 18 years of age.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL

This day of _____, 20____

Signature of Adult Participant: _____

Name of Adult Participant (please print): _____

Witness: _____