## WAIVER AND RELEASE AGREEMENT

Please read carefully

## This is a release of liability and a waiver of certain rights

In consideration for receiving certain services from Garden City Movers, LLC. ("Company"), I agree to the following Waiver and Release:

I acknowledge that packing, loading, transporting and unloading property creates certain risks to my property and my person. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc., including risks to carpets and hardwood flooring, as well as risk of loss of cash, checks, bonds, jewelry, deeds, coin and stamp collections, alcohol, prescription medications, damaged to fur or items lined with fur, particleboard furniture, firearms and/or ammunition and plasma televisions. COMPANY STRONGLY RECOMMENDS THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH. Further, I could be physically injured by use of property damaged in the move, or through physical impact with furniture, boxes, or vehicles.

I further understand that disconnecting, transporting, or preparing home appliances for use after transportation is dangerous and could result in injury or damages. In particular, appliances may be disconnected or installed improperly and result in flooding, electrocution or fire. COMPANY STRONGLY RECOMMENDS THAT YOU HIRE A PROFESSIONAL SERVICE PROVIDER TO DISCONNECT AND INSTALL ALL APPLIANCES. I acknowledge that the disconnection and installation of home appliances is my personal responsibility and not Company's.

I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) for damages to my property or person resulting from COMPANY'S NEGLIGENCE during the move or resulting from an improperly disconnected or improperly installed home appliance. Notwithstanding, the foregoing, I acknowledge Company is only responsible for \$.60 per pound of damaged or missing items and that I have had the opportunity to seek a higher degree of protection through insurance. I agree that I may not bring any claim for lost or damaged items more than nine (9) months after the move. By bringing a claim, I agree to permit Company any reasonable means to investigate my claim. I further acknowledge that Company is not responsible for the contents of any box it did not pack. And, Company's responsibility only extends to items while under its care and custody and terminates when it leaves the premises.

## I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature

Date

**Printed Name**