

HeatSmart Alliance Coaching Service Liability Waiver

The undersigned, _____ and _____ the owner(s) of _____, _____, MA (the "Premises") have requested heating and cooling coaching services (the "Services") from a volunteer coach who is a member of the HeatSmart Alliance. In consideration of the receipt of the Services the undersigned agree(s):

- (i) to assume responsibility for all purchasing decisions the undersigned may make regarding any heating or cooling system he/she/they may acquire and have installed in the Premises;
- (ii) neither the HeatSmart Alliance nor any of its volunteers, employees, agents, organizers, members, coaches, associates, nor any other individuals or organizations assisting or participating in the coaching service (the "Releasees") makes any representation or warranty, express or implied, regarding the Services, including without limitation any representation or warranty with respect to the operation or performance of any heating or cooling system he/she/they choose to purchase and install in the Premises ("System") and the performance and competence of any installer he/she/they may select to install any such System; and
- (iii) to release, hold harmless and not sue any of the Releasees from or on account of any claims and causes of action that may arise either directly or indirectly from the provision of the Services or the System, equipment or energy-saving measures he/she/they may purchase or the installation thereof, including without limitation any personal injury, building or property damage, shortfalls in energy or costs savings or comfort, defects or failures in the performance of the System and/or equipment or the negligence or inadequate performance of any installer.

The undersigned explicitly acknowledge(s) that projections of energy, cost and carbon emission reductions and comfort improvements provided by the Releasees are based upon projections and assumptions that are subject to inherent uncertainty and may not be realized once any System or other energy-saving measures are installed.

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____