



## WAIVER AND RELEASE OF LIABILITY

1. **Description.** The undersigned client (“Client”) has agreed to purchase product(s) from Table Designs, LLC (“Table Designs”) without receiving a strike off and/or sample for approval prior to production (the “Product(s)”) in the Project Purchase Order listed below. In consideration for receiving the Product(s), Client agrees to be bound by the terms of this Waiver and Release of Liability (“Waiver”).

2. **Client’s Release of Table Designs from Liability.** Client agrees to accept the Product(s) “as is” and understands that it has intentionally foregone the option to have Table Designs provide Client with a strike off and/or sample for approval prior to production. In consideration for receiving the Product(s) without approving a strike off/sample, Client agrees to accept all risk of loss and waive any and all claims it could have against Table Designs for the Product(s) being non-conforming and/or not meeting the specifications of the Client’s order, including all claims at law or in equity. Client acknowledges that any Product(s) created, manufactured, or distributed by Table Designs without an approved strike off and/or sample by the Client are provided on the condition that (1) the Client accepts the Product(s) regardless of whether the Product(s) conform to the specifications provided by the Client and (2) that the Client agrees to pay the full contract price for the Product(s) to Table Designs.

The Client hereby accepts all risks associated with any receipt and/or use of these Product(s). Client further acknowledges that the receipt and/or use of the Products could result in damage to the Client, including resulting in hazards to the Client’s health, injury and/or loss of life. In consideration for receiving the Product(s), Client, on his/her/their/its own behalf and on behalf of any successors in interest that could make a claim on Client’s behalf (*i.e.* family, estate, heirs, executors, trustees, personal representatives or successor company) agrees to (1) release Table Designs, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind arising from the receipt of and/or use of these Product(s) and acknowledges that Client is waiving all legal rights against Table Designs in relation to the acceptance and use of this Product(s), and agrees to (2) indemnify, defend, and hold Table Designs its officers, employees, agents, successors, and assigns, harmless from any and all claims, demands, losses, damages, rights, and actions of any kind arising out of the Client’s receipt and/or use of the Product(s). In no event shall Table Designs be liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, whatsoever arising out of or connected with the Client’s receipt and/or of the Product(s).

The Client also acknowledges that Table Designs is not granting Client any waiver or release of liability for claims for injuries, damages, and/or losses suffered by Table Designs and specifically agrees that Table Designs retains (1) any and all legal claims/causes of action it may have now or

may have in the future against Client and (2) Table Designs retains all remedies it may be entitled to against the Client.

3. **Modification of Product(s).** Client acknowledges that Table Designs has warned them that the modification of Table Designs' Product(s), can lead to malfunction causing serious risk. Risks include but are not limited to Product(s) damage, serious physical injury, disability and/or death. Client is responsible for any modifications he/she/they/it performs on Product(s) provided by Table Designs. Table Designs is not responsible and will not be held liable for any modifications done to the Product(s) provided to Client.

4. **Proprietary Information.** Client agrees not to reverse engineer or attempt to derive the composition or the underlying information of the Products(s). Client agrees not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, any information, regarding the Product(s) provided to Client by Table Designs.

5. **Warranty.** Client acknowledges that Table Designs, its members, officers, directors, employees, agents and contractors make NO REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, QUALITY, CONTENTS OR ORIGINS OF THE PRODUCT(S) OR TO THE FITNESS OF THE PRODUCT(S) FOR ANY PURPOSE. TABLE DESIGNS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED.

6. **No Admission of Liability.** This Waiver shall not be in any way construed as an admission by Table Designs that it has acted wrongfully with respect to Client or any other person/entity, that Table Designs admits liability or responsibility at any time for any purpose, or that Client has any claims whatsoever against the Table Designs.

7. **Applicable Law.** This Waiver may not be altered, amended, or modified, except by a written document signed by both parties. This Waiver is governed by the laws of Florida. Client hereby consents to the exclusive jurisdiction and venue in Pasco County, Florida in all disputes arising out of this Waiver and/or relating to the Product(s). Use of the Product(s) is not authorized in any jurisdiction that does not give effect to all the terms and conditions of this Waiver, including without limitation this paragraph.

8. **Severability.** The unenforceability of any portion of this Waiver shall not render the remainder of the Waiver invalid or unenforceable.

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**CLIENT REPRESENTS THAT THEY HAVE READ THIS WAIVER CAREFULLY AND FULLY UNDERSTAND ALL THE PROVISIONS OF THE WAIVER AND THAT THEY ARE FREELY, KNOWINGLY AND VOLUNTARILY ENTERING INTO THIS WAIVER. CLIENT ACKNOWLEDGES THAT THEY HAD THE OPPORTUNITY TO CONSULT WITH ATTORNEYS OF THEIR CHOICE PRIOR TO EXECUTING THIS WAIVER.**

**CLIENT SPECIFICALLY ACKNOWLEDGES THAT TABLE DESIGNS PROVIDED THE CLIENT THE OPPORTUNITY TO APPROVE A STRIKE OFF AND/OR SAMPLE PRIOR TO TABLE DESIGNS' PRODUCTION OF THE PRODUCT(S). CLIENT AGREES THAT BY DECLINING AND WAIVING THIS OPPORTUNITY TO APPROVE A STRIKE OFF AND/OR SAMPLE PRIOR TO PRODUCTION, THE CLIENT HAS AGREED TO ASSUME THE ALL RISKS AND RESPONSIBILITIES RELATED TO THESE PRODUCT(S) AND AGREES TO TIMELY PAY TABLE DESIGNS IN FULL FOR THE PRODUCT(S) EVEN IF THE PRODUCT(S) ARE NON-CONFORMING AND/OR DO NOT MEET THE SPECIFICATIONS OF THE CLIENT'S ORDER.**

**CLIENT UNDERSTANDS THAT EXECUTION OF THIS WAIVER IS A REQUIREMENT FOR APPROVING TABLE DESIGNS TO PROCEED WITH PRODUCTION AND RECEIVING PRODUCT(S) WITHOUT A STRIKE OFF AND/OR SAMPLE FOR APPROVAL PRIOR TO PRODUCTION.**

**X**

\_\_\_\_\_  
Printed Name of Client

**X**

\_\_\_\_\_  
Date

**X**

\_\_\_\_\_  
Signature of Client

**X**

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Project Purchase Order