

## **General Release of Liability Agreement**

### **Appliance Repair Services**

#### **PEAK APPLIANCE REPAIR**

By acknowledging this General Release of Liability Agreement ("Agreement"), I, the undersigned Customer, agree to the following terms in connection with appliance repair services ("Services") provided by PEAK APPLIANCE REPAIR a Colorado company ("Company").

**1. Assumption of Risk** I understand that the repair of appliances involves inherent risks, including but not limited to:

- Damage to the appliance(s) or surrounding property;
- Personal injury or property damage from the use of the appliance(s) post-repair;
- Failure of the appliance(s) to function as expected due to age, pre-existing conditions, or other factors.

I voluntarily assume all risks associated with the Services and the use of the appliance(s) after repair.

**2. Company's Commitment to Care** The Company will take all reasonable steps within its control to prevent damage to the appliance(s), surrounding property, or personal injury or loss related to the Services or the use of the appliance(s) post-repair. However, the Customer acknowledges that certain risks are inherent and cannot be fully eliminated.

**3. Release of Liability** In consideration of the Services, I hereby release, waive, discharge, and agree not to sue the Company, its owners, employees, agents, or affiliates ("Released Parties") from any and all claims, demands, or causes of action arising from:

- Damage to the appliance(s) or property during or after the Services;
- Personal injury, property damage, or loss related to the Services or use of the appliance(s);
- Any failure of the appliance(s) to perform as expected, including due to the Company's negligence, unless directly caused by the Company's gross negligence or willful and wanton misconduct.

This release includes claims for negligence, except where prohibited by law (such as for gross negligence or willful and wanton misconduct).

**4. Limited Warranty on Replacement Parts** The Company warrants that any replacement part installed during the Services will be free from defects for a period of 90 days from the date of installation. If a replacement part fails within this 90-day period due to a defect, the Company will, at its discretion, repair or replace the failed part at no additional cost to the Customer, provided the failure is not due to misuse, improper maintenance, or external factors. This warranty applies only to the replacement part and does not extend to labor, other components of the appliance, or any consequential damages. All other Services and appliance components are provided without warranty, express or implied, unless otherwise specified in writing. Any manufacturer or third-party warranties for parts or appliances are separate, and the Company is not responsible for their enforcement.

**5. Limitation of Liability** To the fullest extent permitted by law, the Company's liability is limited to the amount paid for the Services, except as provided under the limited warranty for replacement parts. The Company is not liable for indirect, incidental, consequential, or punitive damages, including loss of use or additional repair costs.

**6. Customer Responsibilities** I agree to:

- Provide accurate information about the appliance(s) and its condition;
- Ensure safe access to the appliance(s) and work area;
- Disclose any hazardous conditions (e.g., electrical or water issues);
- Follow the Company's instructions for safe operation of the appliance(s) post-repair.

**7. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in SUMMIT COUNTY, COLORADO.

**8. Acknowledgment** By checking the box below or entering my name, I confirm that I have read this Agreement in full, understand its terms (including the release of claims for the Company's negligence, except as prohibited by law), and voluntarily agree to be bound by it. I am at least 18 years old, entering this Agreement freely without duress, and have had the opportunity to seek legal advice before agreeing. This electronic acknowledgment constitutes my legal signature under Colorado law.