

EMERGENCY REPAIR & REPLACE CLIENT CONSENT FORM

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

I, _____ (print name), being of sound mind and at least 18 years of age, FOR AND IN CONSIDERATION of the State of Indiana, the Indiana Housing and Community Development Authority, and _____, hereafter referred to as Local Service Agency (LSP), including its agents and employees assisting in the provision of weatherization services to our dwelling DO HEREBY RELEASE the State of Indiana, the Indiana Housing and Community Development Authority, and the LSP, including its agents or employees, from any and all liability for losses, damages, costs, personal injury, death, or other claims because of or in relation to the installation, location, or malfunction of measures performed.

I understand that by participating in the Indiana Energy Assistance Program (EAP) that measures performed become my personal property and it is my responsibility to maintain and repair installed measures to keep the building systems in working condition.

I understand that any defects caused by improperly performed measures found within the warranty period shall be remedied without charge and within a reasonable period of time with the LSP or its Contractor. If there are questions or disagreements regarding whether a defect was caused by improperly performed measures, the LSP is must request assistance from a neutral third party which could include a third party QCI who did not perform the final inspection, IHEDA State staff or contracted monitors, or INCAA staff. Any defects found outside the warranty period are my sole responsibility.

I acknowledge that this warranty should not be considered to cover equipment failure caused by failure to perform normal maintenance, abuse or external causes beyond the control of the LSP or its contractors.

My signature below denotes that I fully understand the above waiver and its release of liability. I have chosen to go forward with the measures to be performed, accepting any and all risks of injury or damages. I also agree to allow for inspection of materials and services for a period of one (1) year following installation.

Printed Name

Signature

Date