

WAIVER

I acknowledge and understand that an automobile salvage yard presents certain risks to me and that my presence and activities in Martins Auto Salvage, Inc, (hereinafter "Martins Auto Salvage, Inc) salvage yard are inherently dangerous activities. I fully recognize and acknowledge that any attempt I make to examine or retrieve automobile parts from the Martins Auto Salvage, Inc salvage yard is an inherently dangerous activity. I am fully aware of the risks and hazards connected with being on the premises, and that I could be seriously injured or even killed. I am voluntarily undertaking these activities with knowledge of the danger involved, and assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown to me.

As consideration for being permitted to enter upon the premises of Martins Auto Salvage, Inc and remove parts from the inventory of used automobiles located on the premises, and in order to receive a lesser charge for the parts so removed, I forever release, discharge, and covenant not to sue Martins Auto Salvage, Inc , and its directors, officers, employees, volunteers, agents, contractors, and representatives (hereinafter "RELEASEES") from any and all liability, claims, demands, or causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or that may be sustained by any person accompanying me on to the premises, or to any property belonging to me, whether caused by the negligence of RELEASEES, or resulting directly or indirectly from my own actions, negligence or carelessness while participating in such activity, or while in, on, or upon the premises where the activity is being conducted. I further agree to indemnify and hold harmless the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees, that RELEASEES may incur due to my participation in such activity, whether caused by negligence of RELEASEES or otherwise.

I acknowledge and agree that Martins Auto Salvage, Inc has no responsibility for improper installation or for the usage of parts after time of purchase. None of the RELEASEES are liable for, and I hereby waive all claims for, consequential damages which result from the sale or use of above parts including, but not limited to, labor charges to install or remove the parts, loss of income, wages, salary, car rental charges, bodily injury, property damage or death. I agree that my sole remedy against Martins Auto Salvage, Inc shall be a return of the purchase price.

I further acknowledge that I am 18 years or older and that I am responsible for my own actions. I have carefully read this document, understand its purpose and contents, and I have had the opportunity to discuss this document with a representative of Martins Auto Salvage, Inc . I also agree that I will not enter the premises if I am under the influence of alcohol or drugs. I am executing this agreement for the consideration set forth above and without any undue influence or pressure by Martins Auto Salvage, Inc or its agents and employees. By agreeing to this waiver AND providing my email address I acknowledge that Martins Auto Salvage, Inc may send me offers that may benefit me as a customer and will NEVER share this information for any reason. You'll receive a confirmation email after becoming a new customer with us that you may confirm to opt-in for our mailing list, or delete if you don't care to get super-awesome updates from us. I understand that I'm not obligated to opt-in to this list to be admitted to the yard at Martins Auto Salvage, Inc . NO JACKS – NO TORCHES – NO FIREARMS – NO OPEN TOED SHOES

SIGN: _____

DATE: _____

PRINT: _____