



CLIENT CONSENT FORM

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

NOTICE: The health and safety of the building, the occupants, or the weatherization staff shall not be compromised by any retrofit material, technique or practice. To ensure health and safety, relevant assessments will be conducted as part of all building analysis. Some weatherization activities may create dust or other airborne particles, including but not limited to: insulation, mold, or lead. All measures installed in the building will alleviate and/or not promote the growth of new airborne particles.

FOR AND IN CONSIDERATION of the State of Indiana, the Indiana Housing and Community Development Authority, and _____ hereafter referred to as Weatherization Administrator its agents and employees assisting in the provision of weatherization services to our dwelling, I/WE DO HEREBY RELEASE the State of Indiana, the Indiana Housing and Community Development Authority, and the Weatherization Administrator 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 Weatherization Assistance Program (WAP) 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.

Please initial where applicable:

_____ I have received a copy of the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools", informing me of the potential risk of lead hazard exposure from WAP activities to be performed on my dwelling. I confirm that I have received the lead pamphlet before weatherization work began on my home.

_____ I have received a copy of the EPA pamphlet, "Mold, Moisture, and Your Home", informing me of the potential risks of mold and high moisture levels in my home. I have also received a copy of the moisture assessment form that was completed on my home.

_____ I understand that smoke and/or carbon monoxide alarms installed in my home are my personal property and must be maintained in order to continue good working conditions. An operational test was performed and the unit(s) were working properly when installed.

_____ I have received a copy of IHCDA's "Radon Informed Consent Form", informing me that weatherization may result in increased levels of radon, and that mechanical ventilation may counteract those increases. I have received the Environmental Protection Agency's (EPA's) "A Citizen's Guide to Radon," and radon related risks were discussed. I have chosen to go forward with weatherization, and accept all risks of injury or damages.

I understand that any defects caused by improperly performed Weatherization measures found within the one-year warranty period shall be remedied without charge and within a reasonable period of time. If there are questions or disagreements regarding whether a defect was caused by improperly performed Weatherization measures, the Weatherization Administrator is advised to request assistance from a neutral third party which could include a third party Quality Control Inspector who did not perform the final inspection, IHEDA State staff or contracted monitors, or INCAA staff. Any defects found outside the warranty period are the sole responsibility of the client.

I acknowledge that if any painted surface is disturbed during weatherization work, I will be responsible for repainting. I understand that state of painted surfaces will be "paint ready".

I acknowledge that this one-year 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 Weatherization Administrator or its contractors. I understand that warranties do not extend to measures that the client has altered after the final Quality Control Inspection.

I understand that if the Weatherization Administrator is unable to complete a Quality Control Inspection on my home, no warranty can be issued or guaranteed.

My signature below denotes that I fully understand the above waiver and its release of liability. I have chosen to go forward with the weatherization process, 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.

Client Signature: _____ Date: _____

Client Name: _____ Phone: _____

Address: _____

City, Zip: _____

Agency Representative: _____ Date: _____