

Heritage Garment Preservation's Commitment

At Heritage Garment Preservation (herein referred to as "HGP"), our goal is to return your heirloom garments to the best condition possible. Although most garments do well with our treatments, some garments encounter problems. We do our best to test fabrics and notify you of risks prior to treatment, but it is impossible to predict the outcome of every garment. Therefore, prior to beginning treatment on "restoration" orders or gowns we deem "High Risk" for problems, HGP must receive a \$300 non-refundable deposit and a signed liability release form. If you prefer not to accept the proposed treatment and risks, HGP will return your deposit and ship your garment back to you without charge.

If you consent to your garment's proposed treatment plan, **sign the liability release form below** and return to HGP at 15852 FM 2493 Tyler, TX 75703 fax to **903-939-9931** or email document to support@heritagegown.com. If your deposit is less than \$300, make additional deposit at: heritagegown.com/invoice-payments/

Liability Release Form

I HEREBY ACKNOWLEDGE AND AGREE that the garment cleaning and restoration services recommended and provided by HGP for my garment(s) carry inherent risks, including but not limited to risks due to the age of the garment, prior treatment, possible incorrect storage, and the extent of the stains. I agree that HGP may provide its recommended treatment, and I assume all risks to the garment, including but not limited to the following:

1. Holes in the fabric after treatment;
2. Loss of sheen or loss of "body" after treatment;
3. Rusting of buttons or other notions after treatment;
4. Stretching or shrinking of garment after treatment;
5. Color of the garment not to my liking after treatment; and
6. Stains not removed after treatment.

I further acknowledge that the above list of damages is not inclusive of all possible risks associated with the garment cleaning and restoration treatment recommended by HGP and that the above list in no way limits the extent of this waiver and covenant not to sue. I voluntarily choose to use the garment cleaning and restoration services of HGP.

I waive and release any and all claims that I have or may have in the future against HGP, including their owners, operators, employees, agents, affiliates, successors and assigns, and vendors.

I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as the State of Texas will allow and that if any portion thereof is held invalid, it is agreed that that the balance shall, notwithstanding, continue in full legal force and effect.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrator and assigns, in event of my death. By signing this agreement, I waive my right to bring a court action to recover compensation or obtain any other remedy for any damage to my property.

I agree to pay for all legal fees accumulated by HGP incurred by any claims made by me or on my behalf. I also agree that any and all legal procedures will be conducted in Smith County, Texas.

I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I understand that the terms of this agreement are legally binding, and I certify that I have read this agreement and am signing it of my own free will.

Name: _____ Signature: _____

Order Number: _____