

LIABILITY WAIVER

PARTICIPANT INFORMATION

First Name _____ Last Name _____
Address _____ City, State, Zip _____

ENERGY EFFICIENCY MEASURES THAT MAY BE INSTALLED AFTER EVALUATION

- LED bulbs
- Efficient Aerators
- Efficient Showerheads
- Pipe Insulation
- Programmable Thermostat
- Water Heater Blanket
- Air Sealing
- Attic Insulation
- Crawlspace Insulation
- Duct Sealing
- Floor/Belly Insulation
- Furnace/Boiler Replacement
- Furnace/Boiler Tune-Up
- Rim Insulation
- Refrigerator
- Storm Windows
- Wall Insulation
- Water Heater Replacement

_____ **4CORE** _____ has complete discretion to determine what measures listed above are acceptable under Program guidelines for installation. In addition, I understand that during the evaluation process, the condition of my home may not allow for the proper installation of said items. If in the process of evaluation or installation it is deemed that the condition of my property is such that the installation cannot occur without damage to the current condition, I will be told that the installation cannot be made and I will not hold _____ **4CORE** _____ liable for installations that cannot be performed.

LIABILITY RELEASE

Four Corners Office for Resource Efficiency (4CORE)

Limitation of Liability: Neither Energy Outreach Colorado, Inc. ("EOC"), Energy Outreach Colorado Efficiency, LLC ("EOCE"), nor _____ **4CORE** _____, expressly or implicitly warrants or assume any legal liability or responsibility for the performance, quality, safety, installation, or estimated energy and/or cost savings of this program or any services performed or equipment installed in connection with the Program (the "Work"), except as arising out of their sole negligence or willful misconduct. EOC, EOCE, and _____ **4CORE** _____ shall not be liable to you for indirect, consequential, special, or incidental damages arising out of the Program or the Work, whether in contract, tort (including negligence), or any other theory of recovery. Disclaimer of Warranties: EOC, EOCE, and _____ **4CORE** _____ do not warranty the performance of the installed equipment either expressly or implicitly for a particular purpose, or for any specific level of energy savings or that the equipment or its installation, complies with any specifications, laws, regulations, codes, or standards. Endorsement: EOC, EOCE, and _____ **4CORE** _____ do not endorse any particular manufacturer or product associated with the Program. The fact that the names of particular manufacturers, products or systems may appear on a particular Program bid or other related documentation does not constitute an endorsement. Manufacturers, products, or systems not mentioned are not implied to be unsuitable or defective in any way. EOC, EOCE, and _____ **4CORE** _____ will not perform, prior to or after completion of Work, a radon or mold test. As such, EOC, EOCE, _____ **4CORE** _____, and its agents shall be held harmless and free from all liability and legal action relating to any presence of radon or mold at the subject property, regardless of the legal theory upon which any such claim rests. Verification, Inspection, and Access: EOC, EOCE and _____ **4CORE** _____ representatives may request access to the property to ensure that energy efficiency measures were installed correctly. Prior to any authorization to disburse any funds to a Participant's contractor, a Program representative may inspect the work and verify that the installed energy efficiency measures meet Program requirements. No warranty of any kind is implied by this verification process. Participant agrees to provide Program representatives reasonable access to the property for the purposes described in this section. You acknowledge and agree that there have been no representations or warranties by EOC, EOCE, or _____ **4CORE** _____ or their respective agents regarding the Program or the Work. Right to Refuse Service: _____ **4CORE** _____ has the right to refuse to perform services or end the audit/installation in his or her sole discretion in the event he or she determines that conduct or continuing the audit may be unsafe, unlawful, inappropriate, or not in compliance with the Program. Inappropriate behavior that may justify termination of the audit/installation includes, but is not limited to, unreasonable demands for service, threatening or offensive language, threatening or erratic behavior, and inappropriate contact. Property Rights: Participant represents that he/she has the right to install the energy efficiency measures at an eligible home and that if Participant is not the owner, Participant has obtained any necessary consents from the owner. Media Release: I agree to give to EOC, EOCE, _____ **4CORE** _____ and their assigns, licenses and legal representatives, the irrevocable right to use my name, picture, portrait, or photograph, in all forms and media and in all manners, including composite, for advertising, trade, or any other lawful purposes. I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. Combustion Appliance Safety Provision: I understand that an energy auditor is not a licensed heating contractor and that the auditor does not ensure my heating system is safe now or at any time in the future. As well, I understand that if the auditor does not recommend having a licensed heating contractor inspect my heating system, that does NOT mean my heating system is safe or that it does not need an inspection today or in the future. Additionally, if the inspection finds an unsafe condition in the home related to heating, carbon monoxide levels, mold, or other unsafe conditions, I understand that it is my responsibility to contract with a certified professional to remedy the situation. Failure to do so immediately might result in bodily harm, injury, or death.

SIGNATURE

My signature below indicates that I have read, understood and agree to the conditions of this agreement, that I am at least 18 years of age, and that I give consent for _____ **4CORE** _____ to perform energy efficiency upgrades at my property. I verify that the proposed energy saving measures indicated below have been discussed with me in a manner that meets my needs. By submitting your CARE Program Application and signing the authorization below, you acknowledge and agree that EOC may apply for certain utility and other rebates in your name. In consideration of the services provided by EOC and its agents under the CARE Program, you hereby relinquish any and all right, title and interest, in and to any such rebates, and assign all rights in and to any such rebate to EOC.

Participant Signature _____ Date _____