

# Bower Web Solutions, Inc.

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

IN CONSIDERATION of receiving advice or performing any work in response to the submission of property to Bower Web Solutions, Inc (BWS), the undersigned, for himself/herself, his/her company and his/her representatives:

1. HEREBY RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE Bower Web Solutions, Inc. (BWS), its officers, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage, or injury that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the RELEASEES or otherwise, while participating in the examination/review of property belonging to me;
2. CLIENT understands and agrees that BWS was hired to update and maintain a software application that was NOT built by BWS and may also be hosted on a 3<sup>rd</sup> party server not maintained by BWS. For any website not hosted on the BWS server(s) CLIENT must accept and assume the additional liabilities and risks associated with this and it is therefore up to the CLIENT to ensure that proper backups are created and in place daily so in the event anything goes wrong and needs to be restored, that option is available\*\*. Client agrees that during the use, maintenance, or process of updating this software application, that bugs, unforeseen problems, or other issues outside of our control may occur. Some software issues may even be caused by the 3<sup>rd</sup> party web hosting provider and by BWS by taking over the maintenance of this software, BWS is not responsible for any existing software bugs, functional problems, side effects, or possible new bugs, etc. that may occur from us taking over the maintenance of this pre-existing software.
3. When working on a 3<sup>rd</sup> party server or moving to BWS servers, before BWS starts making changes to this software, BWS will attempt at the client's expense to create a manual backup and, if possibly, install an efficient backup procedure, however any subsequent manual backups must be requested by CLIENT at and all will be billed for actual time taken to the client at an additional cost. Performing any work on a 3<sup>rd</sup> party server with an unknown backup schedule and restore procedures is an ongoing risk, any backups or backup procedures created by BWS will be made as a precaution and BWS cannot guarantee that they will actually work in the event that it is needed to restore the site back to a previous state on a 3<sup>rd</sup> party server.

\*\*Note: if this software (website) is hosted on the BWS Servers, backups are done automatically, and BWS assumes this responsibility.

4. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, including court costs and attorneys' fees, that they may incur due to my submission of property to BWS, whether due to the negligence of the RELEASEES or otherwise;
5. I hereby further agree that this Release and Waiver of Liability Agreement shall be construed in accordance with the laws of the State of New Jersey.

6. In signing this Release and Waiver of Liability Agreement, I acknowledge and represent that I have read the foregoing Release and Waiver of Liability Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

Company

\_\_\_\_\_

Signature