



## Monarch Fire Technology Liability Release Form

**DUE TO THE EXTREME CONDITIONS ASSOCIATED WITH WILDFIRES INCLUDING HIGH HEAT, HIGH WINDS, LOW HUMIDITY, AND THE UNPREDICTABILITY ASSOCIATED WITH ALL FIRES, IT IS IMPOSSIBLE TO MAKE GUARANTEES OF SUITABILITY OR PERFORMANCE OF ANY KIND.**

This release form must be initialled and signed where indicated by the purchaser acknowledging agreement and unconditional acceptance of the terms and conditions as set forth within this release form as a condition of any sale or rental between the purchaser and Monarch Fire Technology.

Please return the form to Monarch Fire Technology via email to [info@monarchfire.com.au](mailto:info@monarchfire.com.au). No sale, purchase, or deposit can be registered or processed until this form has been received and approved by Monarch Fire Technology. Form and signature must be legible.

### Disclaimer of Warranty & Liability

**You acknowledge and agree that the limitations set forth in the Monarch Fire Technology Terms & Conditions and this Disclaimer of Warranty and Liability are fundamental elements of this agreement and the website, products, or services would not be provided to you absent such limitations.**

**Before using, the user agrees to assume all risks and liabilities in connection with deployment, take down, application, use and/or storage of Monarch Fire Shields manufactured by Firezat. Sellers and manufacturers only obligation shall be to replace any unused Fire Shields found to be defective within 90 days from the date of purchase. *Int.* \_\_\_\_\_**

Monarch Fire Technology makes no guarantees or statements of suitability for any use of its products or results and assumes no obligation or liability in connection with this information or the use of its products. Accordingly, Monarch Fire Technology makes no guarantees, representations, or warranties in respect of these products, including, but not limited to, warranties of merchantability, and or warranties of fitness for any purpose. Monarch Fire Technology shall not be liable for any loss, injury or death or any direct or indirect damages arising out of the use of this product.

Monarch Fire Technology, it's employees, management, directors, consultants, vendors, distributors, contractors or manufacturers make no claims or statements, or offer any assurance or assurances, guarantees, promises, either direct or implied, as to the effectiveness or suitability of its products to protect any property or possessions from fire damage or any other calamity whether anticipated or foreseen. Monarch Fire Technology and its suppliers and vendors disclaim all express or implied representations or warranties regarding the information, services, products, materials, and any other resources available on or accessible through its website or via direct contact with the company, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. All such information, services, products, materials, and other resources are made available "as is" and "as available" without warranty of any kind. Property damage up to and including total destruction of the structure or property being covered may occur even under the best conditions. Monarch Fire Technology shall not be liable for any loss, injury or death or any direct or indirect damages arising out of the deployment of, or use of, its products.

***Int.* \_\_\_\_\_**

Monarch Fire Technology believes the information herein is the best currently available. It is subject to revision as additional knowledge and experience are gained. Monarch Fire Technology makes no guarantees of results and assumes no obligation or liability in connection with this information or the use of its products. There are uses and environments for which these products are unsuitable. It is the user's sole responsibility to determine that this product is appropriate for the intended use and complies with the health and safety laws and state or federal regulations.

**WARNING!**

**IMPROPER DEPLOYMENT OR USE OF THESE FIRE RESISTANT SHIELDS MAY RESULT IN PERSONAL INJURY OR DEATH. IN ADDITION, PROPERTY DAMAGE OR TOTAL DESTRUCTION OF THE STRUCTURE OR PROPERTY BEING COVERED MAY OCCUR EVEN UNDER THE BEST CONDITIONS.**

**LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, with respect to products, goods, or services purchased through [www.monarchfire.com.au](http://www.monarchfire.com.au), Monarch Fire Technology phone orders, or from its suppliers or vendors, in no event shall Monarch Fire Technology or its suppliers or vendors, be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever, resulting from any loss of use, loss of data, loss of profits, business interruption, relocation expense, insurance deductible or premiums, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise arising out of or in any way connected with the use of or performance of its products or information, with the delay or inability to deliver products to the customer or the dependence on third parties to provide delivery service to the customer or the provision of or failure to make available any such products, goods, or services, even if advised of the possibility of such damages. *Int.* \_\_\_\_\_

You acknowledge and agree that the limitations set forth above are fundamental elements of this agreement and the site and products or services would not be provided to you absent such limitations.

By signing this agreement, I release Monarch Fire Technology, its employees, vendors, owners, and contractors from all liability, claims, and/or redress from the use of this product. I also agree that all sales are final whether the product is used or not.

Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Postcode \_\_\_\_\_

Phone \_\_\_\_\_

<b>Internal Use Only</b>
Receive Date _____
Approved _____
Verified by _____
Verified Date _____