Brickyard Storage

Release of Liability Form

READ carefully – This affects your legal rights

In the event of entering and/or using the facilities, services or property of Brickyard Storage, LLC of 1130 W. Belmont, Exeter, CA 93221.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or direction by Brickyard Storage, LLC or the employees, representatives or agents of Brickyard Storage, LLC.

2. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and if applicable my family members, and further release and discharge Brickyard Storage, LLC for injury, loss or damages arising out of my fault of myself, my family, Brickyard Storage, LLC or other third parties.

3. I agree to indemnify and defend Brickyard Storage, LLC against all claims, causes of action damages, judgements, costs of expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities of Brickyard Storage, LLC.

4. I agree to pay for all damages to facilities of Brickyard Storage, LLC caused by my or my family’s negligent, reckless, or willful actions.

5. Any legal or equitable claim that may arise in participation of the above shall be resolved under California Law.

6. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Brickyard Storage, LLC has offered to refund fees I have paid to use its facilities if I choose not to sign this agreement.

7. This agreement and each of its terms are the product of an arm’s length negotiation between the parties. In the even any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code 1654 to the agreement, as well as any other statute or common law principle of similar effect.

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8. The validity of unenforceability of any provision of the agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a party of this agreement.

9. Any controversy or claim arising or relation to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

In case of an emergency, please call:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(relationship)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at

the following numbers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(day)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(evening)

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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