

RELEASE OF LIABILITY FOR MOLD

INSTRUCTIONS FOR USE

(This form is not to be given to customers.)

***DISCLAIMER:** This product is for general information purposes only and is not a substitute for the advice of an attorney. Non-lawyers should seek the advice of a licensed attorney in all legal matters, including verification of the fitness of this material for your particular purpose. Edward H. Cross is licensed to practice law only in the States of California and Hawaii.*

Introduction: This form has aggressive legal terms and is intended to release the Contractor from liability for mold-related damage and injury except in the case of gross negligence of the contractor. The form is optional and is not required by the law of any state. It is inappropriate where the essence of the Contractor's scope of duty is to prevent, control or remediate mold. It may be unenforceable in some jurisdictions and should be used sparingly. It contains all the principal terms of the Mold Notice & Disclaimer, so generally it will be unnecessary to execute both simultaneously. Use one or the other, and when in doubt, use the Notice & Disclaimer.

Notice: The form has a secondary purpose to inform building occupants of the basic facts about mold and reduce hysteria. It provides links to sources for additional information about mold, from the California Department of Health Services and United States Environmental Protection Agency.

Execution: The most important paragraph is the last paragraph in bold. Make sure the customer or agent reads that paragraph, as well as the rest of the document. Explain the nature of the release before presenting it to the customer, following the script provided with this package. Be sure to check the box for "Customer" or "Customer's Agent" *before* requesting the signature. Do not expect the customer or agent to check one of the boxes. You have a variety of options if the customer declines to sign, depending on the circumstances.