

DISCLAIMER AND RELEASE OF LIABILITY

Jessica Rose Couture, LLC (“JRC”) DBA Blinds Couture offers its products with the following terms, conditions, and notices:

SAFETY HAZARDS

The U.S. Consumer Product Safety Commission (CPSC) has identified window coverings with cords as one of the top five hidden hazards in the home. To prevent strangulation deaths and injuries, CPSC recommends the use of cordless window coverings in all homes or facilities where children live or visit.

You should always make sure that every blind or shade you purchase is compliant with CPSC safety standards, which can be found at www.cpsc.gov.



Keep in mind these important safety rules before installing or using any product:

- ✓ Carefully read all safety warnings, safety labels, instructions, manuals, and other documents included by the manufacturer with the product.
- ✓ Examine all shades and blinds for accessible cords on the front, sides, and back and regularly check that cords are out of reach of children and cannot form dangerous loops.
- ✓ Install only cordless window coverings in children’s bedrooms and sleeping areas.
- ✓ Move cribs, beds, furniture, and toys away from windows and window cords.
- ✓ Keep all cords out of the reach of children and make loose cords inaccessible. Ensure that pull cords are short and continuous-loop cords are properly anchored to the floor or wall, and that cord stops are properly installed and adjusted to limit movement of inner lift cords.
- ✓ Lock cords into position whenever blinds or shades are lowered.
- ✓ Install tension devices to keep cords taut. Use a metal or plastic cord cleat to wrap dangling cords so they are out of reach of children.

Visit the Window Covering Safety Council at www.windowcoverings.org and the CPSC-Window Cord Information Center at www.cpsc.gov for additional information about window blind cord safety.

DISCLAIMER

The products sold by JRC are sold without warranty of any kind, whether express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose. You may be entitled to the benefit from certain limited warranties provided directly by the manufacturers of these products. JRC assumes no liability for, nor responsibility under, any third-party warranties unless such liability or responsibility is specifically set forth herein. ALL PRODUCTS ARE SOLD “AS IS” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE MANUFACTURER’S WARRANTY. YOU AGREE TO MAKE ANY AND ALL CLAIMS REGARDING THE PRODUCT AGAINST THE MANUFACTURER.

By purchasing the products, you agree that that the product has been selected by you and is of a design, size, and fitness selected by you and that you are satisfied that the product is suitable and fit for your purposes. You hereby waive any claim you may have against JRC for any loss, damage, or expense of any kind whatsoever caused by the product or by any defect therein, the use or maintenance thereof, or any adjustments or modifications thereto, not expressly covered by the manufacturer’s warranty.

RELEASE OF LIABILITY

YOU FURTHER AGREE THAT JRC WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE OR KIND WHATSOEVER. JRC’S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO REPLACEMENT OF THE PRODUCT IN ACCORDANCE WITH THE

MANUFACTURER'S WARRANTY AND APPLICABLE LAW. JRC'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT. JRC DISCLAIMS ANY AND ALL LIABILITY FOR ANY SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE LOSS OF LIFE OR LIMB, OR DAMAGES DUE TO BODILY OR PERSONAL INJURY, WHICH MAY ARISE OR RESULT FROM THE SALE, INSTALLATION, OR USE OF ANY OF ITS PRODUCTS.

It is your responsibility to inspect and verify all products as being appropriate for your intended use prior to any actual installation and/or use of said products and to read and understand all associated instructions and safety warnings. JRC assumes no responsibility for errors, omissions, diagrams, pictures, illustrations, or text in these instructions, third-party resources referred to herein, or documents contained with the products.

By purchasing the product, you understand and agree that corded blinds and window coverings carry with them a serious risk of bodily injury and death and, to the extent permitted by law, you expressly and voluntarily assume the risk of death or other personal injury sustained as a result of your use of the products. You further agree to indemnify, defend, and hold JRC harmless from and against any third-party claims arising from your use of the products.

If any provision of this Disclaimer is held to be invalid or unenforceable, such provision shall be modified or severed from the Disclaimer only to the extent necessary to make it valid and enforceable, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision.

This Disclaimer is governed by and shall be construed in accordance with the laws of the State of Colorado.

By signing below, you acknowledge and agree that: i) the installation and use of corded window coverings can pose a serious safety hazard and cause serious bodily injury, including strangulation, permanent disability, and death; ii) you are solely responsible for educating yourself on proper and safe use of the products; iii) you fully accept and assume all risks associated with the products and all responsibility for losses, costs, and damages that you may incur as a result of the installation and use of the products; and iv) this disclaimer and release of liability shall be effective and forever binding upon you and your heirs, next of kin, executors, administrators, successors, and assigns and you execute this agreement on behalf of yourself and members of your household.

I HEREBY ACKNOWLEDGE AND AFFIRM THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT AND AGREE TO THE TERMS CONTAINED HEREIN, AND THAT I AM SIGNING THIS DOCUMENT WILLINGLY AND ON MY OWN FREE WILL.

Print Name

Signature

Date