



RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability Agreement (“Agreement”) is between the individual named below (referred to as "I" or "me" or the “Client”) and Goodsmith LLC, a Texas limited liability company, with its office at 4119 Montrose Blvd, Suite 470, Houston, TX 77006 (the "Company" or “Goodsmith”).

Whereas Goodsmith has the capability and capacity to provide home maintenance services and I desire to retain Goodsmith to perform said services, I give Goodsmith access to my Residence and corresponding property located at _____ (collectively, my “Premises”) subject to the terms and conditions herein set forth:

1. Access to Premises. I wish to provide access to my Premises as may be reasonably requested and/or required by the Company for the purposes of performing agreed upon home maintenance services.

a. I will provide the Company with access to my Premises via the following:

- ___ key
- ___ garage remote
- ___ lockbox (code: _____; location of lockbox: _____)
- ___ code (code: _____; location of lockbox: _____)
- ___ other (description: _____)

b. I desire to share the following additional information and/or restrictions regarding my grant of access to the Premises:

2. Company Notice before Access of Premises. Company shall provide the Client with reasonable notice via Flock of all desired entries to the Premises.

3. Communications upon Entry to and Departure from Residence. On any trip to the Premises that requires entry to the Residence, Company will reach out to Client for approval before entering the Residence and will also promptly notify Client of its departure from the Residence.

4. Client’s Acts or Omissions. If Company’s performance of its obligations are prevented or delayed by any act or omission of Client or its agents, Company shall not be deemed in breach of its obligations, or otherwise liable for any costs, charges, or losses incurred by Client to the extent directly or indirectly from such prevention or delay.

5. Incorporation of Member Subscription Agreement. All terms and provisions set forth in the Member Subscription Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. By signing this Agreement, I represent that I have read and reviewed the terms of the Member Subscription Agreement and intend to be legally bound by them.

6. **Term:** Either Party may terminate this Agreement at any time, upon written notice to the other party. The Company shall make return keys and any other access tools as soon as reasonably practicable upon termination of this Agreement.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO COMPANY ACCESS TO THE PREMISES, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

Signed: _____

Printed Name: _____

Date: _____