

**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT**  
**ASSUMPTION OF THE RISK AND COVENANT NOT TO SUE**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF THE SALVAGE YARD OWNED BY SOUTHERN METALS RECYCLING, INC., D/B/A COASTAL U PULL IT OR YOUR INSTALLATION OR USE OF PARTS OBTAINED THEREFROM NOW OR ANY TIME IN THE FUTURE AS PROVIDED HEREIN.**

I, the undersigned user, representing myself to be at least eighteen (18) years of age, desire to enter upon the self-service salvage yard owned by Southern Metals Recycling, Inc. d/b/a Coastal U Pull It ("SMR") located at 6880 Highway 84 E., Hinesville, Georgia 31313 ("U-Pull Yard") for the purpose of searching for and removing used motor vehicle parts and/or equipment parts ("Parts"). I hereby acknowledge and agree that entry upon and use of the U-Pull Yard to search for and remove Parts is inherently dangerous and involves the risk of serious bodily injury or death. I have full knowledge of the nature and extent of all risks associated with the entry upon and use of the U-Pull Yard to search for and remove Parts. I also have full knowledge of the nature and extent of all risks associated with the installation and use of Parts. I hereby voluntarily agree to **ASSUME ALL SUCH RISKS**, including, but not limited to, bodily injury, death and property damage caused by: (1) falling from uneven or wet surfaces in the U-Pull Yard; (2) being struck by falling or displaced object(s) in the U-Pull Yard; (3) exposure to battery acid or other harmful substances in the U-Pull Yard or on Parts; (4) contact with rough or sharp edges on objects in the U-Pull Yard or on Parts; (5) improper installation of Parts; (6) use of damaged or defective Parts; and (7) improper use of Parts. I acknowledge that the foregoing list is not inclusive of all the possible risks associated with my use of the U-Pull Yard or Parts and that the above list in no way limits the extent of this Waiver of Liability/Indemnification Agreement and Covenant Not to Sue. I further certify that I am in good health, that I have no physical limitations that would preclude my safe use of the U-Pull Yard and that I will not enter the U-Pull Yard under the influence of alcohol or drugs.

In consideration of my use of the U-Pull Yard, I agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns (collectively the "Releasors"), **HEREBY DO RELEASE** SMR, its owners, shareholders, officers, directors, members, employees, insurers and agents (collectively the "Releasees") from any and all causes of action, claims, or demands of any nature whatsoever which the Releasors may now have or have in the future against the Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my (1) entry upon and use of the U-Pull Yard, (2) installation of Parts and (3) use Parts, whether that use is supervised or unsupervised, and however the injury or damage is caused, including, but not limited to, the negligence of the Releasees; provided, however, that this release shall not apply to the extent that such claims are caused by the gross negligence or willful misconduct of the Releasee seeking the benefit of this release. I further covenant that Releasors shall bring no civil action against any Releasee based upon any of the foregoing, except to the extent it involves claims arising from a Releasee's gross negligence or willful misconduct as provided herein. I understand that I will be **SOLELY RESPONSIBLE** for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using the U-Pull Yard, installing Parts, or using Parts and that by signing this Agreement, I am relieving each Releasee of any and all liability for such loss or damage except to the extent caused by such Releasee's gross negligence or willful misconduct.

Further, I agree that Releasors shall **INDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees from and against any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the U-Pull Yard, installation of Parts or use of Parts; provided however, that Releasors' indemnity and defense obligations hereunder shall not apply to the extent that such claims are caused by the gross negligence or willful misconduct of the Releasee seeking indemnification and defense under this Agreement.

I further acknowledge and agree that Releasees have no responsibility whatsoever with respect to the condition of Parts at the time of purchase. Nor do Releasees have any responsibility with respect to the installation or use of Parts. I **RECOGNIZE THAT ALL PARTS ARE SOLD BY SMR "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED.** I understand that I am solely responsible for inspecting Parts prior to purchase. Likewise, I understand that am solely responsible for the proper installation and use of any Parts that I purchase.

I acknowledge that the foregoing Agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this Agreement, after having carefully read it, voluntarily and of my own free will.

IN WITNESS WHEREOF, I have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

User Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_