

California Pulse – Installer Certification & Liability Waiver Agreement

IMPORTANT: READ CAREFULLY BEFORE USING OR INSTALLING SPRAY BOOTH EQUIPMENT.

This Installer Certification & Liability Waiver Agreement (“Agreement”) is made and entered into by and between the undersigned individual (“User”) and California Pulse (“Company”). By signing this Agreement, the User acknowledges and agrees that they may not install or service any California Pulse equipment unless and until this Agreement is fully executed, and they meet the qualifications set forth herein.

1. Declaration of Qualifications

I, the undersigned, hereby declare and affirm that I am an experienced, trained, and **qualified spray booth professional**, as defined below:

- I am familiar with and comply with all applicable local, state, and federal laws, rules, standards, and codes governing spray booth system installation, commissioning, servicing, and operation.
 - I have received **specific training and possess demonstrable experience** in installing and commissioning **direct-fired heating systems** for finishing applications.
 - I understand, recognize, and am fully capable and properly equipped to **identify and avoid hazards** involved in the installation, maintenance, and use of spray booth systems.
 - I possess sufficient **industrial controls experience**, including (but not limited to) the ability to **read schematics and follow circuit diagrams**, and I am capable of installing, commissioning, and troubleshooting such equipment.
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2. Acknowledgement of Inherent Hazards

I acknowledge and accept the risks associated with the installation, commissioning, servicing, and supervision of California Pulse spray booth systems and components, including without limitation:

- **Industrial heating systems** such as this spray booth system **cannot be engineered to be inherently safe**.
- There are always hazards present when installing, operating, maintaining, or supervising such equipment.
- Not all hazards or potential problems can be anticipated or listed. Therefore, **sound judgment and common sense** must always be exercised.
- I agree to **never take any action** while using, servicing, or working near this equipment **unless I fully understand its consequences**, and am certain it will not create a hazardous condition.

CARDINAL RULE: *If you do not know the consequence of an action while using, servicing, supervising, or working with or around this equipment, DO NOT take that action.*

I also agree to:

- **Read and understand the entire heater manual** before working on or around the equipment.
- **Wear all appropriate personal protective equipment** as required by law and industry best practices.
- Recognize that **failure to follow instructions** and standard industry practices may result in **property damage, serious injury, or death**.

3. Release of Liability

I hereby assume all risks associated with the installation, use, servicing, or maintenance of California Pulse equipment and expressly waive and release California Pulse, its officers, employees, agents, affiliates, and contractors ("Released Parties") from any and all claims, demands, damages, injuries (including death), or liabilities of any kind, whether known or unknown, whether based in contract, tort (including negligence), or otherwise, arising out of or in any way related to:

- My installation, use, servicing, or supervision of any California Pulse equipment;
- My failure to meet the qualifications or follow laws, safety procedures, or manuals;
- The condition or performance of any California Pulse product, manual, or training material;
- Any action or inaction by me during or in connection with installation, commissioning, or service.

This release expressly includes claims based on the ordinary negligence of California Pulse, but excludes any claims arising from gross negligence or willful misconduct.

4. Disclaimer and Indemnification

All installation instructions, manuals, diagrams, training materials, and other information provided by California Pulse (collectively, "Installation Materials") are provided "as is" and without warranty of any kind, whether express or implied, including any warranty of completeness, accuracy, performance, merchantability, or fitness for a particular purpose.

California Pulse makes no representation or guarantee that the Installation Materials will ensure proper installation or compliance with applicable laws or safety standards. The User is solely responsible for ensuring that all installation and servicing activities are performed in accordance with applicable laws, regulations, codes, safety procedures, and equipment-specific requirements.

The User acknowledges that California Pulse is not supervising or certifying any installation or service work and has no control over or responsibility for the manner in which its products are installed or maintained. Use of any Installation Materials is at the User's own risk.

The User agrees to indemnify, defend, and hold harmless California Pulse and its affiliates, officers, employees, and agents from and against any and all claims, actions, damages, losses, liabilities, judgments, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- My installation or servicing of California Pulse equipment,
- Any misrepresentation I make in this Agreement, or
- Any third-party claim for injury or property damage arising out of my acts or omissions.

This indemnification obligation shall survive the termination of this Agreement and shall not be limited by any insurance coverage or other limitation of liability.

5. Binding Agreement

I understand that this Agreement is a legally binding document, and I enter into it voluntarily and of my own free will. I certify that I have read and understand its terms in full, and that I have had the opportunity to seek legal counsel before signing. I acknowledge that any false or misleading statement may subject me to civil or criminal liability and immediate disqualification from working on any California Pulse equipment.

6. Governing Law & Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.
