



The purpose of this document is to summarize and acknowledge the key issues related to the rehabilitation and repair of an existing pipeline by means of pipe lining.

I, the undersigned participant, hereby acknowledge that I am voluntarily participating in the activities offered by Rocky Mountain Pipe Solutions, LLC, hereinafter referred to as "the Activity."

In consideration for being allowed to participate in the Activity, I agree to the following:

- **Acknowledgment of Risks:** I understand that the Activity may involve inherent risks, including but not limited to, physical injury, property damage, or loss. I voluntarily assume all risks associated with the Activity and agree that Rocky Mountain Pipe Solutions, LLC, its employees, agents, and representatives, shall not be liable for any injury, damage, or loss that I may sustain as a result of my participation.
- **SUITABILITY:** Pipeline rehabilitation and repair (Lining) is a minimally invasive process that creates new pipe inside the existing pipes without digging or otherwise exposing the sewer line, but it may not be appropriate for all pipelines. The technician has made best efforts to assess the feasibility and appropriateness of lining for your pipe and provide you with alternatives solutions if advisable. If the professional believes that lining will be unsuccessful or could cause additional damage, they will immediately cease work and review options with you. In some cases, defects that can result in unsuccessful lining or damage to the existing line may not be visible or discernible to the professional(s) before work is performed. By signing this form, you acknowledge that Rocky Mountain Pipe Solutions, LLC is not responsible for damages and/or further deterioration of the pipes or related structures resulting from the lining procedure.
- **RISKS & LIMITATIONS:** Because Lining does not involve replacing or bedding the pipes, fittings, or couplings it has some inherent limitations and risks including:
 - The lining can follow or imitate existing problems including low spots, offsets, and other restrictions in the pipe.
 - Liners do not expand the diameter of the pipe and may result in measurable narrowing under some circumstances.
 - In some instances, sections of the pipe cannot be lined. These sections will remain vulnerable to further damage
 - Pipe liners may become misaligned or displaced within the existing pipe or joints may be compromised.
 - Over time, liners may experience damage or deterioration due to factors such as high-pressure water jetting, chemical corrosion, or the shifting of the surrounding soil. These limitations do not constitute defects in materials or installation covered by the warranty.



- **THIRD PARTIES:** Rocky Mountain Pipe Solutions, LLC may contract with third parties for cleaning or installation services in conjunction with your pipelining project. Subcontractors will be manufacturer certified to install the lining materials.
- **Waiver of Liability:** I hereby release, discharge, and covenant not to sue Rocky Mountain Pipe Solutions, LLC, its employees, agents, and representatives, from any and all liability, claims, demands, actions, or causes of action, whether in law or in equity, arising out of my participation in the Activity.
- **Hold Harmless Agreement:** I agree to hold Rocky Mountain Pipe Solutions, LLC harmless from any liability, claims, demands, actions, or causes of action brought by any third party as a result of my participation in the Activity.
- **Indemnity Clause:** I agree to indemnify and defend Rocky Mountain Pipe Solutions, LLC against any and all claims, demands, actions, or causes of action, including reasonable attorney's fees, arising out of my participation in the Activity or any breach of this Agreement.
- **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

I have read this Agreement carefully and understand its terms. I am aware that by signing this Agreement, I am giving up substantial legal rights and agreeing to release Rocky Mountain Pipe Solutions, LLC from any liability.

Participant's Signature: _____ Date: _____