3530 E. Mounds Rd.

P.O. Box 149

Anderson, IN 46015-0149

**CLIENT CONSENT FORM**

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

**Indiana Weatherization Assistance Program (WAP)**

**NOTICE:** The health and safety of the building, the occupants, or the weatherization staff shall not be compromised by any retrofit material, technique or practice. To ensure health and safety, relevant assessments will be conducted as part of all building analysis. Some weatherization activities may create dust or other airborne particles, including but not limited to: insulation, mold or lead. All measures installed in the building will alleviate and/or not promote the growth of new airborne particles.

**FOR AND IN CONSIDERATION** of the State of Indiana, the Indiana Housing and Community Development Authority (IHCDA) and JobSource, hereafter referred to as Weatherization Administrator, its agents and employees assisting in the provision of weatherization services to our dwelling, **I/WE DO HEREBY RELEASE** the State of Indiana, IHCDA and the Weatherization Administrator, its agents or employees from any and all liability for losses, damages, costs, personal injury, death, or other claims because of, or in relation to the installation, location or malfunction of measures performed.

I understand that by participating in the Indiana Weatherization Assistance Program (WAP) measures performed become my personal property and it is my responsibility to maintain and repair installed measures to keep the building systems in working condition.

Please initial where applicable:

\_\_\_\_\_\_\_ I have received a copy of the EPA pamphlet, “Renovate right: Important Lead Hazard Information for Families, Child Care Providers and Schools,” informing me of the potential risk of lead hazard exposure from WAP activities to be performed on my dwelling. I confirm that I have received the lead pamphlet before weatherization work began on my home.

\_\_\_\_\_\_\_ I have received a copy of the EPA pamphlet, “Mold, Moisture, and Your Home,” informing me of the potential risks of mold and high moisture levels in my home. I have also received a copy of the moisture assessment form that was completed on my home.

\_\_\_\_\_\_\_ I understand that the smoke and/or carbon monoxide alarms installed in my home are my personal property and must be maintained in order to continue good working conditions. An operational test was performed and the unit(s) was working properly when installed.

\_\_\_\_\_\_\_ I have received a copy of IHCDA’s “Radon Informed Consent Form,” informing me that weatherization may result in increased levels of radon, and that mechanical ventilation may counteract those increases. I have received the Environmental Protection Agency’s (EPA’s) “A Citizen’s Guide to Radon,” and radon related risks were discussed. I have chosen to go forward with weatherization, accept all risks or injury or damages.

\_\_\_\_\_\_\_ **I understand JobSource is taking safety measures to protect me, as well as any of my household members, and I have chosen to go forward with Weatherization accepting all risks of injury or damages, including, but not limited to, any COVID-19 exposure risks and health consequences.**

* **I have received a copy of JobSource’s COVID-19 safety procedures**
* **I understand that I may defer weatherization services until a later date if I am worried about COVID-19 issues at this time**
* **I also waive JobSource of any liability should I contract COVID-19 during or after weatherization services**

I understand that any defects caused by improperly performed weatherization measures found within the one- year warranty period shall be remedied without charge and within a reasonable period of time. If there are questions or disagreements regarding whether a defect was caused by improperly performed Weatherization measures, the Weatherization Administrator is advised to request assistance from a neutral third party which could include a third party Quality Control Inspector (QCI) who did not perform the final inspection, IHCDA State staff or contracted monitors, or Indiana Community Action Association (INCAA) staff. Any defects found outside the warranty period are the sole responsibility of the client.

I acknowledge that this one-year warranty should not be considered to cover equipment failure caused by failure to perform normal maintenance, abuse or external causes beyond the control of the Weatherization Administrator or its contractors. I understand that warranties do not extend to measures that the client has altered after the final Quality Control Inspection.

I understand that if the Weatherization Administrator is unable to complete a Quality Control Inspection on my home, no warranty can be issued or guaranteed.

My signature below denotes that I fully understand the above waiver and its release of liability. I have chosen to go forward with the weatherization process, accepting any and all risks of injury or damages. I also agree to allow for inspection of materials and services for a period of one (1) year following installation.

Client Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Weatherization Administrator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*All activities and services are provided without regard to race, age, color, religion, sex,*

*disability, national origin, ancestry or status as a Veteran*