

GENERAL RELEASE OF LIABILITY

THIS GENERAL RELEASE ("Agreement") dated this ____ day of _____, _____.

BETWEEN:

_____ of _____ (the "**Releasor**")
(client name) (client city and state of residence)

AND

Teresa Yonce DBA Snowbird Quilts of 476 Meadow Ridge Lane, Seneca Rocks, WV 26884 (the "**Releasee**")

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Should any accidents, mishaps, errors, or other undesirable incidents occur to your quilt or personal property, Snowbird Quilts promises to remedy any issues to a reasonable outcome for both parties. Remedies envisioned include: future or present discounts, completing the project free of charge, or providing other services for free to offset any compensable damages.
The receipt and sufficiency of this consideration is acknowledged, and **the Releasor releases and forever discharges the Releasee** and the Releasee's legal representatives from all manner of claims and demands for or by reason of any damage, loss or injury to person and/or property which has been or may be sustained as a consequence of the potential disputes detailed below.

Details of Potential Disputes

2. Snowbird Quilts strives for perfection in every project. We care deeply about the time and money you have put into your creations, and our goal with every customer is to bring your creative vision to reality. That being said, perfection cannot be promised. We are humans working with machinery, and sometimes accidents and mishaps do happen. Over the thousands of quilts we have completed, issues are very rare, but we believe it is important to be completely transparent about our capabilities when these problems do arise.
 - **By signing this document, you agree that Snowbird Quilts is not legally or monetarily responsible for creative misunderstandings or disagreements** relating to choice and execution of: backing fabric, batting, thread, stitching pattern, and/or density of stitching pattern. You get to choose your fabrics and stitching patterns if you desire to do so, and I will honor your choices.
 - **By signing this document, you agree that Snowbird Quilts is not legally or monetarily responsible for any material accidents** or issues with your quilt, including but not limited to: minor tears, stains, or folds; loose threads and/or debris caught between layers of the quilt; odor on the fabric; and any other material issues.
 - **By signing this document, you agree that Snowbird Quilts is not legally or monetarily responsible for acts of God** that cause damage to your quilt, including but not limited to: natural disasters, car accidents, house or vehicle fires or malfunctions, and other unforeseeable issues.

Concurrent Release and Full and Final Settlement

3. The Releasor acknowledges that this Agreement is given with the express intention of **effecting the extinguishment of certain legal rights of the Releasor**, and with the intention of binding the Releasor's legal representatives. It is declared that the terms of this settlement are fully understood; that the amount or type of consideration stated is the sole consideration for this Agreement and that the consideration is accepted voluntarily for the purpose of making a full and final compromise of all potential claims for injuries, losses and damages resulting or which may result from the above noted potential disputes.

No Admission of Liability

4. It is agreed that the payment is not deemed to be an admission of liability on the part of the Releasee

Governing Law

5. This Agreement will be construed in accordance with and governed by the laws of the State of West Virginia.

SIGNED,

_____ (**Releasor**)