



Release and Waiver of Liability

By requesting and confirming an appointment for EMSL Analytical, Inc. (hereafter “EMSL”) to collect and analyze a water sample, the Customer acknowledges the receipt and sufficiency of consideration, and agrees as follows:

1. The Customer has requested that EMSL collect a water sample at the Customer’s location, transport the sample to one of EMSL’s laboratories, and analyze the sample (hereafter the “Services”).
2. In consideration for EMSL’s performance of the Services, the Customer agrees that EMSL shall not be held responsible for any loss, damage, destruction, or harm to the Customer’s person, real, or personal property while performing the Services, and while on any premises owned or operated by the Customer. The Customer understands, acknowledges, and agrees that it has retained EMSL to provide the Services entirely at the Customer’s own risk.
3. The Customer understands and accepts all risk posed by EMSL performing the Services at a premises owned or operated by the Customer. The Customer agrees that he or she will be solely liable and responsible for any damage or harm caused by or during EMSL’s performance of the Services. The Customer further understands and acknowledges that EMSL cannot control all of the risks of its provision of the Services, including but in no way limited to damage or harm caused by the acts or omissions of people who are not employed or contracted by EMSL.
4. The Customer hereby agrees and warrants that the premises upon which EMSL will perform the Services is, to the best of their knowledge, safe and free of defects, conditions, or other hazards that could cause EMSL’s employees or agents harm or illness of any kind.
5. EMSL and its employee or agent designated to perform the Services reserve the right, without cost or penalty, to reschedule or terminate the provision of the Services at any time for any reason, including, but not limited to an actual or perceived risk or threat to the employee or agent’s safety. In the event of such a rescheduling or termination and without waiving any of the rights set forth herein, EMSL and the Customer shall cooperate in good faith to remove or eliminate any safety threats so that the Services may be performed in a manner that EMSL and its employee or agent reasonably deem safe.
6. The parties agree that this Release and Waiver of Liability shall be governed by the laws of New Jersey.
7. This Release and Waiver of Liability shall be valid from the date that the Customer confirms scheduling of the sample collection appointment and will remain valid until EMSL has completed providing the Services.
8. The Customer acknowledges and represents that he or she has read the Release and Waiver of Liability, understands it, and accepts it voluntarily of his or her own accord and deed. No other oral or written statements or inducements have been made between EMSL and the Customer.