

## General Release and Waiver of Liability

I/We, \_\_\_\_\_ utilize technology consulting and support services and data security services of TechWorks Inc. for business:

\_\_\_\_\_ located at:  
\_\_\_\_\_.

I/We hereby release, waive, discharge and covenant not to sue TechWorks Inc. and any of their agents or employees hereinafter referred to as the "RELEASEES" for any liability, claim and/or cause of action arising out of or related to any hardware and software failure, security breach, loss of data, or irreparable damage including but not limited to monetary and reputation that occurs as a result of the use of RELEASEES technology consulting and support services , data security services , hardware and software products and any other information technology services and products recommend and/or not recommend by RELEASEES.

**The client agrees to indemnify and hold harmless the RELEASEES whether liability, claim and/or cause of action is caused by client's negligence, the negligence of the RELEASEES or the negligence of a third party.**

The client further agrees that this Release and Waiver of Liability shall bind the client. The client hereby agrees that this Release and Waiver of Liability shall be construed in accordance with the laws of the State of California, United States of America.

By signing this Release and Waiver of Liability, I state that I have read and understand the conditions set forth in this Release and that I agree to all conditions set forth herein, and that I sign this voluntarily.

On behalf of the above-entered company, I accept that by signing this Release and Waiver of Liability we do not employ data security best practices recommended by TechWorks Inc.

I/We hereby assume all of the risks and liability as of the signature date below.

Client Sign: \_\_\_\_\_ Date: \_\_\_\_\_