

EPOXY COAT MASTERS

Decorative & Protective Concrete Coating Services | East Texas

COMPREHENSIVE CLIENT WAIVER & DISCLOSURE AGREEMENT

Release of Liability | Scope of Work Disclosure | Assumption of Risk

This Comprehensive Client Waiver and Disclosure Agreement ("Agreement") is entered into between **Epoxy Coat Masters** ("Contractor") and the undersigned ("Client") and is incorporated into and made a binding part of the Project Agreement for the work to be performed at the property identified below. By signing the Project Agreement, Client acknowledges having read, understood, and voluntarily agreed to every term of this Agreement.

PART I - SCOPE OF SERVICES & BUSINESS LIMITATIONS

Section 1 - Nature of Epoxy Coat Masters Services

Epoxy Coat Masters is a **decorative and protective concrete coating company** - not a concrete repair, concrete leveling, or general masonry contractor. Our services are designed to apply high-quality epoxy, polyaspartic, polyurea, and related coating systems to existing concrete surfaces for aesthetic and protective purposes.

Our services include, but are not limited to:

1. Epoxy floor coatings (solid color, metallic, flake/chip systems)
2. Polyaspartic and polyurea topcoat applications
3. Garage floor coatings and sealing
4. Decorative concrete surface treatments
5. Surface preparation including grinding and cleaning prior to coating application

Section 2 - Concrete Leveling & Structural Work Exclusions

IMPORTANT NOTICE TO CLIENT

Epoxy Coat Masters does NOT perform concrete leveling, mudjacking, slab lifting, structural concrete repair, crack filling beyond cosmetic treatment, or any other work intended to correct unlevel, sunken, or structurally compromised concrete.

Client acknowledges and agrees that:

6. Our coating application does NOT correct, compensate for, or otherwise remedy unlevel, uneven, cracked, or structurally deficient concrete surfaces;
7. Pre-existing surface imperfections - including low spots, high spots, control joint offsets, slope variations, hairline cracks, pitting, or aggregate pop-outs - will remain visible or detectable after coating application;
8. Concrete naturally settles, heaves, and varies in elevation due to soil conditions, temperature fluctuations, and age - these conditions are beyond the control of Epoxy Coat Masters;

9. No coating system, regardless of quality or application method, will produce a mathematically level surface if the underlying concrete is not level;
10. If Client requires concrete leveling, structural repair, or slab replacement, Client must engage a licensed concrete contractor separately and prior to scheduling services with Epoxy Coat Masters.

Section 3 - Pre-Existing Conditions Disclosure

Prior to commencement of work, Client should disclose any known conditions affecting the concrete surface, including but not limited to: previous coatings or sealers, moisture intrusion, cracks, oil stains, chemical exposure, or prior repair attempts. Epoxy Coat Masters will conduct a surface assessment and communicate findings. However, Contractor is not liable for:

11. Pre-existing surface conditions not visible or reasonably detectable at the time of assessment;
12. Bond failure or coating performance issues resulting from pre-existing moisture, contamination, or structural deficiencies in the concrete substrate;
13. Cosmetic variation resulting from pre-existing surface texture, porosity differences, or prior repairs.

PART II - FLOOR LEVELNESS EXPECTATIONS & WAIVER

Section 4 - Client Acknowledgment of Surface Variation

Client expressly acknowledges and agrees to the following regarding floor levelness:

14. Epoxy Coat Masters does not guarantee, warrant, or represent that any coated surface will be perfectly level, flat, or free from slope variation;
15. Coating materials follow the contour of the existing substrate and will not mask or correct unlevel conditions;
16. Minor to moderate surface variation is inherent to poured concrete construction and is not a defect in the coating work performed by Epoxy Coat Masters;
17. Client has had the opportunity to inspect the existing concrete surface prior to signing this Agreement and is aware of its current condition;
18. If a surface levelness standard is required for the project, it must be specified in writing in the Project Agreement prior to commencement of work, and Client understands that meeting such a standard may require separate concrete work not offered by Epoxy Coat Masters.

Section 5 - Waiver of Claims Related to Floor Levelness

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT HEREBY WAIVES ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION AGAINST EPOXY COAT MASTERS arising from or related to the levelness, flatness, slope, or surface variation of any floor or surface coated under this Agreement, provided that Epoxy Coat Masters has applied the agreed coating system in a workmanlike manner.

PART III - SLIP & FALL LIABILITY WAIVER

Section 6 - Nature of Coated Surfaces

Client acknowledges that epoxy and concrete coating surfaces may present unique conditions, including:

19. Slippery conditions when wet, damp, or exposed to certain substances;
20. Temporary traction variation during and immediately after the curing process;
21. Differences in texture and coefficient of friction compared to uncoated concrete;
22. Reduced traction in wet conditions depending on the finish selected by Client.

Client acknowledges being informed of these characteristics prior to selecting their coating system and finish type.

Section 7 - Assumption of Risk

Client voluntarily assumes all risks associated with accessing, walking on, or using any surface coated, treated, or installed by Epoxy Coat Masters - including during the curing period and after installation is complete. This includes, without limitation, the risk of slipping, tripping, falling, or other bodily injury.

Section 8 - Release of Liability for Personal Injury

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLIENT HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Epoxy Coat Masters, its owners, employees, subcontractors, agents, and assigns ("Released Parties") from any and all liability, claims, demands, actions, and causes of action arising out of or related to any personal injury, including slip and fall incidents, sustained by Client, Client's guests, or any third party on or near coated surfaces installed by Epoxy Coat Masters.

Section 9 - Client Safety Responsibilities

Client agrees to take reasonable safety precautions, including:

23. Keeping coated surfaces dry and free from liquid spills whenever possible;
24. Using non-slip mats, rugs, or anti-slip treatments in high-traffic or wet-prone areas;
25. Wearing appropriate footwear on coated surfaces;
26. Warning all household members, guests, and visitors of surface characteristics;
27. Following all post-installation care instructions provided by Epoxy Coat Masters.

PART IV - CURING PERIOD, CARE & WARRANTY LIMITATIONS

Section 10 - Curing Period Requirements

Newly applied coatings require a full curing period before foot or vehicle traffic is permitted. Epoxy Coat Masters will provide specific curing timelines upon project completion. Client agrees:

28. Not to allow foot traffic on coated surfaces until written or verbal clearance is provided by Epoxy Coat Masters;
29. Not to allow vehicle traffic until the Contractor confirms the coating is fully cured for such use;
30. That Epoxy Coat Masters bears no liability for damage, delamination, marring, or injury resulting from premature use of coated surfaces.

Section 11 - Warranty Limitations

Any warranty provided by Epoxy Coat Masters applies to defects in material application under normal use conditions and does not cover:

31. Damage resulting from improper care, use of harsh chemicals, or abrasion;
32. Surface variation, levelness, or flatness of the underlying concrete substrate;
33. Delamination or bond failure resulting from pre-existing moisture, contamination, or substrate conditions not disclosed by Client;
34. Normal wear consistent with the expected performance characteristics of the selected coating system;
35. Any condition caused by Client or third-party modifications to the surface after installation.

PART V - GENERAL LEGAL PROVISIONS

Section 12 - Indemnification

Client agrees to defend, indemnify, and hold harmless Epoxy Coat Masters and all Released Parties from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any slip and fall incident or personal injury on surfaces installed by Epoxy Coat Masters; (b) any claim related to floor levelness or surface variation; or (c) Client's failure to follow care or curing instructions - except where caused directly by the gross negligence or willful misconduct of Epoxy Coat Masters.

Section 13 - Dispute Resolution

In the event of a dispute arising from or related to this Agreement or the Project Agreement, the parties agree to first attempt resolution through good-faith negotiation. If unresolved, disputes shall be submitted to mediation in East Texas before either party may pursue litigation. The prevailing party in any legal proceeding shall be entitled to reasonable attorneys' fees and costs.

Section 14 - Severability

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, and all remaining provisions shall continue in full force and effect.

Section 15 - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any litigation arising from this Agreement shall be brought in the appropriate courts of Smith County or Cherokee County, Texas.

Section 16 - Entire Agreement

This Agreement, together with the Project Agreement, constitutes the entire understanding between Client and Epoxy Coat Masters with respect to the subject matter hereof and supersedes all prior discussions, representations, or agreements, whether oral or written.

CLIENT ACKNOWLEDGMENT & SIGNATURE

By signing below, Client confirms they have **read this Agreement in its entirety, understand all terms, and voluntarily agree** to be bound by its provisions. Client further acknowledges that no oral representations have been made that alter or contradict the terms of this Agreement, and that this Agreement is an integral part of the Project Agreement for services performed by Epoxy Coat Masters.

Client Printed Name: _____

Client Signature: _____ Date: _____

Property / Project Address: _____

City, State, ZIP: _____

ECM Representative: _____ Date: _____

*This Agreement is incorporated into and made a binding part of the Epoxy Coat Masters Project Agreement.
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