

## **ACKNOWLEDGEMENTS**

- I understand that I am required to pay a deposit of \$2.00 per jar on my first order from Urban Jars St.Thomas.
- I acknowledge that the jars are property of Urban Jars St.Thomas and must be returned to Urban Jars St.Thomas.
- I understand that I am required to leave empty, clean jars in a safe, dry spot for pick up by Urban Jars St.Thomas each week at the time of delivery of fresh jars.
- I understand that if I choose not to make an order from Urban Jars St.Thomas each week, then it is my responsibility to drop the empty, clean jars off to a designated jar drop off station within fourteen (14) days from [the date of OR the delivery of] my last order.
- The following are designated jar drop off locations:
- 40033 Longhurst Line, St.Thomas, ON
- I understand that jar deposits are not refunded until Urban Jars St.Thomas is given notice, via email to urbanjarsstthomas@gmail.com, that I no longer intend to regularly purchase jars or that I am ending my weekly meal service with Urban Jars St.Thomas, and that the jar deposit will not be refunded to me until I return all clean, empty jars to Urban Jars St.Thomas.

## **WAIVER AND RELEASE OF LIABILITY**

I hereby assume full and complete responsibility for all products and food, prepared, cooked, perishable or otherwise, once delivered by Urban Jars St.Thomas. I hereby assume full and complete responsibility for following all instructions with respect to the safe preparation, storage and consumption of all products and food delivered by or purchased from Urban Jars St.Thomas.

I agree to act responsibly and to use reasonable care in consuming the products and food and in serving the products and food to others. I agree to indemnify and hold harmless Urban Jars St.Thomas from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including legal fees of any kind whatsoever for liability, damages, compensation or otherwise, which arise in any part by my actions or omissions.

I understand that Urban Jars St.Thomas makes no guarantees, representations or warranties, whether express or implied, regarding any its products or food, whether prepared, cooked, perishable or otherwise, once delivered by Urban Jars St.Thomas. Any ill effect from any food, including but not limited to food poisoning, intoxication, sickness, or allergic reaction (unless Urban Jars St.Thomas has been given previous written notification of the allergy which caused the allergic reaction) shall not be the fault or responsibility of Urban Jars St.Thomas. I expressly and voluntarily assume any risk related to the consumption of food once it has been delivered by Urban Jars St.Thomas.

Furthermore, I herein confirm that I shall hold Urban Jars St.Thomas harmless, without liability, in the event of any complaint or legal action undertaken against as a result of the consumption of any products or food delivered by or purchased from Urban Jars St.Thomas.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. This Waiver and Release of Liability shall be governed by and construed in accordance with the laws of Canada.

I acknowledge that I have read this Waiver and Release of Liability and fully understand its terms. I acknowledge that I am over the age of 18 and that I expressly agree to release and discharge Urban Jars St.Thomas and all of its representatives from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including legal fees and I freely and voluntarily give up or waive any right that I otherwise have to bring a legal action against Urban Jars St.Thomas and all of its representatives for personal injury or property damage resulting from the consumption of any products or food delivered by or purchased from Urban Jars St.Thomas.

Electronic Acknowledgment