

**TONGUE AND GROOVE LUMBER
WAIVER OF LIABILITY**

1. Description

The purchaser ("Client") has ordered Tongue and Groove (T&G) Lumber ("T&G Products") from Culpeper Wood Preservers ("CWP"). By purchasing T&G Products, Client agrees to be bound by the terms of this Waiver for any and all T&G Products purchased on or after the date of execution hereof.

2. Release of Liability & Limitation of Liability

Client acknowledges that wood is a natural product produced by "Mother Nature". Wood will shrink in arid conditions and swell in humid conditions or when it is subjected to rain and other moisture. As a result, wood has a natural tendency to twist, cup, warp and crack. While this is not a significant concern in most applications, in others it is of paramount concern. CWP recommends applying a sealer to any finished project in order to reduce these unwelcome effects especially on deck surfaces and handrails.

Client further acknowledges that CWP has found that 1x6, 1x8, and 1x10 T&G in any grade, treated or untreated, are particularly prone to shrink and swell, and CWP does not recommend using it. The tongue and groove has a proclivity to separate, and the finished project is often undesirable. As a result, Client agrees to indemnify CWP, defend and hold CWP harmless for all liabilities incurred or alleged as a result of T&G Products, or arising out of the use of or sale of the T&G Products. Client waives any and all claims, suits, and demands it may have against CWP in any way associated with or arising from the purchase, use or resale of the T&G Products.

CWP DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.

3. Severability

The unenforceability of any portion of this Waiver shall not render the remainder of the Waiver invalid or unenforceable.

4. Signatures

Facsimile signatures and copies shall be deemed original signatures.

Purchaser: _____

By: _____

Its: _____