

# IMPORTANT SAFETY INFORMATION

## **Family Pool Fun Swimming Pool Kit Sales and Safety Agreement**

1) Order Number: \_\_\_\_\_ 2) Customer Number: \_\_\_\_\_

Dealer: BW Inc./FamilyPoolFun.com    3) Model of Swimming Pool Order:

Address of Dealer \_\_\_\_\_  
316 West Broadway \_\_\_\_\_  
Browns Valley, MN 56219 \_\_\_\_\_

4) Date of Purchase: \_\_\_\_\_ 5) Purchaser's E-mail address:

(mo)      (day)      (year) \_\_\_\_\_

6) Purchaser's Last Name:      7) First Name:      8) MI 9) Sex(M/F)

A horizontal row of 12 empty square boxes. The first 10 boxes are grouped together, and the last 2 boxes are separate from the group.

10) Address:

11) City:

12) State:

### 13) Zip Code

14) Home Phone: (        ) -                  15) Work/Cell: (        ) -

**16) Date of Birth**

Mo. Day Year

Mr. Day Year

# **Important Sales and Safety Agreement**

Please review the following liability release form. This document contains valuable delivery, installation, warranty and safety information. After you have read the information, **you are required to initial all four pages and sign on the last page**. Questions or concerns can be directed to jb@familypoolfun.

17) Purchaser's Initial \_\_\_\_\_

# IMPORTANT SAFETY INFORMATION

- By purchasing any items on this website or affiliate websites, I, as buyer, acknowledge and agree to be over 18 years of age or are the parent and acknowledge and understand that swimming pools are designed for years of pleasurable, safe family fun, but when used incorrectly can be dangerous.
- I, as buyer, understand that these swimming pools can result in serious injury to the person and damages to property and voluntarily assume any and all risk associated with loss, damages or injury from the time I receive the shipment, during set up, and after my pool is installed regardless of reason.
- I, as buyer, have carefully read the money back guarantee in its entirety. I understand that if I choose to return a portion or my entire swimming pool, it must be within the specified time stated on the website. I understand I must obtain a Return Authorization number from BW Inc prior to the return of my swimming pool. I understand I will be responsible for all charges incurred to return the pool, including but not limited to, packaging charges, shipping charges and restocking charges regardless of the reason for the return including but not limited to technical issues or issues customer deems as manufacture defects. This is including but not limited to, missing parts or shipment damage issues. Upon receiving return of the shipment, it will be fully inspected to determine cause of reported issues. I also understand that if any damages have been done by me during the period I am in possession of the swimming pool, deductions will apply to restore to original condition.
- I, as a buyer, understand that if I place an order, and decide to cancel it after the payment has been charged to my Credit Card, and prior to it being shipped out, I will be responsible for a cancellation fee equal to 5% of the total of my order, to cover the fees charged by the Credit Card Company.
- I, as a buyer, fully understand that shipment dates are estimated and can be delayed without notice.
- I, as a buyer, understand that shipping will be provided to me using B.W. Inc.'s choice of transportation companies. I understand that in most cases, the driver will deliver my package(s) to the shipping address. However if the driver is unable to get to the delivery address with the delivery truck, it will be the buyer's responsibility to make further arrangements with the freight company. Shipment is delivered to the curb. I understand that I will have to be available for signature of package(s) when it arrives and also I need to make arrangements to have someone there to off load the package(s). If Freight company attempts delivery and I am not available and they have to reschedule a shipment at a later date, I am responsible for any and all charges incurred to have the shipment redelivered. If I allow my package(s) to be signed for by someone other than myself, I take full responsibility for their signature.

18) Purchaser's Initial \_\_\_\_\_

# IMPORTANT SAFETY INFORMATION

- I, as buyer, have carefully read the information for accepting shipments. I understand that it is my responsibility to inspect each and every package immediately upon arrival. **I am aware that I must note any and all damages on the Delivery Receipt when I sign for my packages.** I understand that the packaging materials may be damaged, and they are designed to withstand the common carrier transportation. If there is damage to my pool shipment, I understand that I need to contact Family Pool Fun within 3 days for damages to be claimed. I understand that pictures will be requested and that I agree to provide them. I agree that even if there are some damages to the shipment/packages, I am strongly urged to accept the shipment and not to refuse the shipment at all. I understand that if I refuse the packages I will be responsible for the shipping costs of the return of the pool and any or all other restocking charges.
- I, as a buyer, understand that once I receive my shipment, I am solely responsible for its care and condition. I will not hold B.W. Inc responsible for any weather related or improper storage damages prior, during, or after my pool is received and or set up.
- I as a buyer understand that the goals of the manufacturer are to ship a complete pool package, however sometimes without attempt, parts can be missing. This is why I am strongly encouraged to inspect the packages within 72 hours of receiving them. I understand and agree that I will not hold B.W. Inc responsible for any charges, including but not limited to installation charges, water bills, or delayed appointments you may have pre arranged while awaiting for your pool delivery. I agree that B.W. Inc recommends strongly that you do not make any prior arrangement for your pool including but not limited to delivery of water, and or contract work to be done until you have fully received and inspected your pool.
- I, as a buyer, understand that the specifications for each swimming pool are specifications given by the manufacturer. They are assumed to be correct, but from time to time the manufacturer may change the specifications without notice to BW Inc. BW Inc makes every effort to ensure information is correct on the website but does not take responsibility of changes by the manufacturer of which BW Inc has not been notified. Therefore the information is believed to be reliable, but can not be guaranteed.
- I, as a buyer, fully understand that if there are missing or damaged parts to my pool shipment, the parts will be sent out as quickly as possible, but that if you want the parts expedited , this will be at the buyer's expense and at no time will B.W. Inc pay for expedited shipment. I also understand that if I choose to purchase any missing or damaged parts on my own from a different supplier, I do so at my own expense and will not be reimbursed by BW Inc or the manufacturer whatsoever.

19) Purchaser's Initial \_\_\_\_\_

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- I, as a buyer, agree to read the installation directions carefully before attempting to install my pool. I agree to take complete and full responsibility for the correct set up and assembly of my pool. As a buyer, I understand that B.W. Inc does not pay for and or aid in paying for, but recommends for my protection, a professional pool installer, licensed electricians, builders, carpenters, or other appropriate experts aid in the set up of my pool. I understand, under all installation situations, I waive all rights to BW Inc for improper setup. If there is any loss, damage or injury resulting because of improper set up, I, as buyer will not hold BW Inc. responsible in any way. I also agree that if I find that I have missing parts for complete set up of my pool, I will cease installation until I have all the items needed to install my pool completely, including but not limited to brackets, nuts, bolts, and fasteners.
- I, as a buyer, acknowledge that it is my responsibility, to ascertain and obey all local, state and federal laws in regards to the possession and use of any items purchased from B.W. Inc and to know and follow any local building codes or ordinances in my area.
- I, as a responsible pool owner, I agree to never to allow anyone to dive, jump into the pool, or to allow anyone to walk on the top rail. I agree to never allow anyone especially children of any age, to unsafely use the pool alone or in a group, and never allow use of alcoholic beverages or any intoxicants which could hinder a person's judgment and/or reflexes.
- I, as a responsible pool owner, am aware of the risks, hazards and dangers of personal injury, death and disability inherent with the specific use of swimming pools as well as the inherent risks, hazards and dangers of personal injury and disability increase with young or inexperienced or careless swimmers. I release B.W. Inc from any risks associated with owning a swimming pool, including but not limited to legal expenses, fines, property damages, and or medical expenses.
- I, as a buyer, understand that B.W. Inc. will not be liable for the misuse of any products purchased from B.W. Inc. or any of its distributors or agents.
- I, as a buyer, have fully and carefully read the information in regards to warranty for my swimming pool. I understand that the warranty is first and foremost through the swimming pool manufacturer, but for the 1st year of owning my pool, I may contact FamilyPoolFun for assistance in warranty issues. I understand that if parts are needed either for warranty or for personal purchase, most items are stocked, and can generally take 4-15 days to receive. If an item or part for my pool is on backorder I understand it can take 28 days or longer to receive.

20) Purchaser's Initial \_\_\_\_\_

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- I, as a buyer, understand that if I discover a tear in the liner of my pool either during my warranty period, or because of possible shipment damage, I will be required to send B.W. Inc a 12 x 12 or 1 foot square piece of my damaged liner before my liner will be covered free of charge, as long as either B.W. Inc or the Manufacturer deems that the damage is due to manufacture defect or shipping damage. If I do not send B.W. Inc this required size of my liner, I will be charged in full for the complete shipment of a new liner, including but not limited to liner cost, shipping and handling.
- My purchase is to be considered as a complete unconditional release of all liability to the greatest extent allowed by law. I, as a buyer, agree to release and forever discharge B.W. Inc. and all other persons or entities acting on their behalf from any and all claims, actions, damages, liabilities, cost or expenses and attorney fees which are related to, arise out of, or are in any way connected to your participation or use of these swimming pools, use of equipment or property supplied by B.W. Inc., whether or not such claims, actions, damages, liability, cost or expenses are caused by the negligence of the seller. This Agreement shall be affecting and binding upon my heirs, agents, personal representatives and assigns.**

I, purchaser, have read and understand the above warnings and information.

21) Purchaser's Name

(Please print): \_\_\_\_\_

22) Purchaser's Signature: \_\_\_\_\_

23) Date: \_\_\_\_\_

I, BW Inc., acknowledge that the purchaser has initialed and signed the above form.

Dealer Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_