

BACKSEAT BABY ALARM USER AGREEMENT AND WAIVER OF LIABILITY

The agreement of the purchaser or recipient of the unit, their spouse/other parent if living in same household., and any other persons (grandparents, babysitter, etc) who might drive the car(s) with children along in which the unit(s) is installed is required.

1. Understand product is new and untested: I understand I am purchasing /receiving a new invention which has not been tested or used in a large scale way under different conditions. I freely purchase and/or install and use the Backseat Baby Alarm knowing it may prove to be unreliable, have mechanical or design defects, or suddenly fail to perform as advertised or intended without warning. I understand that the Backseat Baby Alarm does not and cannot guarantee protection against forgetting a child in a vehicle and that it does not make any claims that it will be effective to any degree in doing so.

I have been forewarned that the inventor can think of at least 5 things that might happen that if they did, could cause the unit to malfunction or be turned off while I am driving to my destination and as a result, the unit failing to chime at the critical moment needed when I arrive and exit the vehicle. This includes firstly, no "low battery" indicator so the product could shut off suddenly without warning driving due to the batteries dying. 2nd, any of the three door opening sensors or magnets could lose adhesion and drop off or be pulled or tugged out of place by someone's brushing against the sensor or a lead wire with their shoe or leg, an object being dropped on it, or someone fiddling around with it, etc or similarly, one of the five lead wires being broken accidentally while I am driving. 3rd, ambient noise could drown out any of the reminder chimes or sounds produced by the product to a point where the sounds are inaudible or otherwise fail to capture my attention. 4th, a passenger (such as an older sibling) could play with or accidentally hit the "Off/Sleep" switch and turn off the unit while I am driving without me realizing. 5th, extreme temperatures could damage the components and cause it to malfunction.

2. Will not rely on to be prompted: I agree that **I, and not the Backseat Baby Alarm, am solely responsible for remembering and retrieving the child(ren)** from the backseat and will not rely on it to prompt me to do so. I also agree not to treat the Backseat Baby Alarm as an insurance policy or substitute for my own responsibility of retrieving the child(ren) before leaving the vicinity of the vehicle.

3. I hereby waive and release Joseph Dorsey and Backseat Baby Alarm from any claims that might arise in conjunction with installation and use of the Backseat Baby Alarm, including but not limited to bodily and/ or personal injury and/or death. I agree that any recovery of damages against Joseph Dorsey or Backseat Baby alarm for failure of the product is limited to the amount that was paid for the product. Furthermore, I agree that the venue for any legal action related to the Backseat Baby Alarm shall be in the County or District Court of Kenton County, KY, or if federal jurisdiction is mandatory, in the U.S. District Court for the Eastern District of Kentucky.

4. Fresh Brand Name Alkaline Batteries: I agree to install fresh, Ray-O-Vac, Everready, Duracell, Energizer, or Panasonic brand alkaline batteries from first use of the product.

5. Will only use in my own vehicle I agree to only install and use the Backseat Baby Alarm in my own personally owned vehicle(s). I understand I have the right to give or sell the Backseat Baby Alarm to someone else as a gift or otherwise under the conditions of #7 below.

6. Will get other drivers of my vehicle to sign this agreement. I agree to obtain the signature of any other person who drives my vehicle (such as my spouse, other parent of my child, relative, friends, babysitters, etc.) on this User Agreement and Waiver of Liability before he or she drives my vehicle with the Backseat Baby Alarm installed and children along. Furthermore, if I fail to obtain said signatures and in the event any lawsuit or other claim is filed or made by such persons against Joseph Dorsey or Backseat Baby Alarm relating to the Backseat Baby Alarm, I agree to be solely responsible for and indemnify, save, defend, and hold Joseph Dorsey and Backseat Baby Alarm against all such claims including payment of all damages, expenses, costs, and attorney's fee incurred in response to the claim or lawsuit.

7. Conditions on giving to other person (as gift or otherwise): I agree to not give or sell any Backseat Baby Alarm units to anyone without first obtaining the written permission of the inventor. Joseph Dorsey the inventor agrees to give such permission when the person(s) to whom you intend to give the unit to provide(s) him with an acceptable signed copy of this User Agreement and Waiver of Liability. Furthermore, I agree that if I fail to obtain said permission and in the event any lawsuit or other claim is filed or made by someone who I gave the unit to without said permission against Joseph Dorsey or Backseat Baby Alarm relating to the Backseat Baby Alarm, I agree to be solely responsible for and indemnify, save, defend, and hold Joseph Dorsey and Backseat Baby Alarm against all such claims including payment of all damages, expenses, costs, and attorney's fee incurred in response to the claim or lawsuit.

8. Will give notice of any problems, dissatisfaction, or ineffectiveness: I will make a sincere effort to timely contact the inventor Joseph Dorsey by email to jdorseyremax@yahoo.com or phone at 859-620-3331 if I have reason to believe the Backseat Baby Alarm unit(s) I am using failed mechanically or perceive it is not being effective in reminding me of the presence of a child in the backseat.

SIGNATURE & DATE:

PRINTED NAME:

_____	_____	_____
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_____	_____	_____

Fax to : Joe Dorsey, 859-372-6005 or

E-mail to: jdorseyremax@yahoo.com