

FENCE CONSULTING LIABILITY WAIVER & RELEASE OF CLAIMS

This Liability Waiver (“Agreement”) is entered into between [Client Name] (“Client”) and Jamie Danielowitsch of Ontario Provincial Fence Inc. / FenceLife Consulting (“Consultant”). By scheduling, purchasing, or participating in any consulting session, online meeting, phone call, digital guidance, or related service (“Consulting Services”), Client agrees to the following terms:

1. Nature of Services

The Consulting Services include general advice, recommendations, and opinions based on the Consultant’s experience in fence construction and related fields. The Consultant does not perform engineering, surveying, soil analysis, structural certification, legal advice, or on-site supervision unless expressly stated in writing. All advice is informational only and should be verified by local codes, professional services, and proper safety practices.

2. Assumption of Risk

Fence construction involves inherent risks including manual labor, excavation, tools, underground hazards, heavy materials, soil instability, and weather conditions. Client voluntarily assumes all risks associated with performing the work and accepts full responsibility for all actions, decisions, safety procedures, and compliance with laws.

3. Client Responsibilities

Client is solely responsible for locating utilities, permits, inspections, code compliance, tool safety, site conditions, structural integrity, and management of third parties. The Consultant is not responsible for verifying measurements, materials, soil, utilities, or boundaries.

4. Release of Liability

To the fullest extent permitted by law, Client releases the Consultant from any and all claims including personal injury, property damage, financial loss, structural failure, or damages arising from the Consulting Services, whether due to negligence, omission, or advice.

5. No Guarantee of Outcome

The Consultant makes no guarantees regarding performance, quality, or longevity of any construction outcome. Results depend on multiple variables beyond the Consultant’s control.

6. Indemnification

Client agrees to indemnify and hold harmless the Consultant from any claims, losses, or expenses arising from Client’s work, misuse of advice, or third-party claims, including legal fees.

7. No Refund Policy

All consulting fees are non-refundable once services or information are provided.

8. Photography and Information Sharing

Client confirms they have permission to share any provided materials. Consultant may use anonymized examples for educational or marketing purposes unless requested otherwise in writing.

9. Governing Law

This Agreement shall be governed by the laws of Ontario, Canada.

10. Acknowledgment & Signature

Client Name: _____

Signature: _____

Date: _____

Consultant: _____

Signature: _____

Date: _____