



Kreative Gardens, LLC
Lic: 1137272
(888) 450 - TURF
www.kreative-gardens.com
info@kreative-gardens.com

LIABILITY PROTECTION WAIVER

Temporary Hazard Mitigation Waiver

By: **Kreative Gardens, LLC**

1. Scope of Work

Client requests Kreative Gardens, LLC to perform *temporary hazard mitigation only* on the existing synthetic turf system. The work is limited to leveling isolated depressions by adding compactable material beneath the turf without altering seams, edges, or structure.

2. Acknowledgment of Existing Installation Defects

Client acknowledges that the current turf system contains multiple pre-existing defects, including but not limited to:

- absence of proper base
- poor or no compaction
- lack of weed barrier
- no infill
- visible and failing seams
- improper edging
- structural depressions due to soil movement

Kreative Gardens did not install the original system and is not responsible for these defects.



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3. No Warranty / No Guarantee

Because temporary mitigation is performed on a structurally unsound installation, Client understands and agrees that:

- Repairs may be short-term
- Sinking may return
- Seams may continue to shift
- Turf longevity cannot be guaranteed

No warranty is offered or implied.

4. Limitation of Liability

Client agrees that Kreative Gardens' liability for the temporary mitigation is strictly limited to the cost of services provided. Kreative Gardens shall not be liable for:

- reoccurrence of sinking
- structural failure of the turf system
- seam separation
- edge lifting
- drainage problems
- future injuries occurring outside the specific areas mitigated

5. Indemnification

Client agrees to indemnify and hold harmless Kreative Gardens, LLC, its owners, contractors, and employees from any claims, damages, losses, or injuries arising from



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the condition of the pre-existing turf installation or subsequent failure after mitigation.

6. No Alteration of Existing System

Client understands that mitigation does **not** include:

- seam repair
- base reconstruction
- weed barrier installation
- edge recutting
- infill application
- grading or compaction beyond localized areas

7. Client Authorization

By signing, Client authorizes the temporary work and acknowledges full understanding of the limitations and risks involved.

Client Signature

Date