

## DATA RECOVERY WAIVER OF LIABILITY

I, \_\_\_\_\_, grant permission to Elco Systems Inc. to perform any action they deem necessary to attempt to repair my media. I understand that this procedure is a final attempt towards the recovery of data from the media and could result in loss of part, loss of warranty, or all, of the data stored thereon and that Elco Systems Inc. makes no warranty or guarantee as to the success of its attempts. Furthermore, I release Elco Systems, Inc. from any liability for any data loss which may occur during, or as a result of, this procedure. I also release Elco Systems, Inc. from any liability for any theft, damage or destruction to the media and any other hardware sent to Elco Systems, Inc. in connection with this Waiver, and agree that the sole liability of Elco Systems, Inc. for the foregoing shall be the fair market value of such hardware, as reasonably determined by Elco Systems, Inc. All claims for liability and/or loss including without limitation any indirect, incidental or consequential damages which may occur as a result of any Elco Systems, Inc. action (or inaction) is hereby expressly waived. I also understand that, even if the media is successfully recovered, there is a possibility that individual files and directories on the drive may still be inaccessible due to the type of damage originally sustained. In addition, I agree to pay the applicable fee for these services by Elco Systems, Inc. , plus shipping and handling expenses. Elco Systems, Inc. uses courier for return shipping. Elco Systems, Inc. does not pay for return shipping.

I agree to accept the responsibility for shipping the system or media to Elco Systems, Inc. Elco Systems Inc. will not be responsible for damages incurred during the shipping process and any loss or claim against such agents shall be solely by and on the behalf of the undersigned. I agree to all the forgoing conditions.

By signing below, I authorize Elco Systems, Inc. to proceed with the evaluation and charge the diagnostic fee I agreed upon the Data Recovery Service Agreement, pursuant to the conditions herein.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)