# **Waiver of Liability Agreement**

I, [Name of Purchaser],	on <b>[Date]</b> ,
hereby agree to the following terms and conditions:	

### 1. Artistic Purpose

The Smoking Bottle is a custom-designed piece of functional art, created by JeannieBottles and artist Mario AC Della Casa. It is intended solely as an artistic object with a smoking effect feature for short-term use in a well-ventilated area under the supervision of a responsible adult.

## 2. Design Intention and Usage

This product is not intended for prolonged, unsupervised, or unattended use. The buyer assumes full responsibility for its proper and safe use, adhering to all provided guidelines and recommendations.

# 3. Disclaimer of Expertise

JeannieBottles specializes in creating custom pop-culture art pieces and does not possess specialized expertise in the construction of electronic devices. Buyers are encouraged to conduct their own safety assessments regarding the functionality and operation of the Smoking Bottle.

### 4. Recommended Liquid and Airborne Risks

JeannieBottles provides recommendations for liquids to achieve the desired smoking effect but does not independently analyze the safety of inhaling the resulting vapor or its potential impact on individuals, pets, or surfaces. The buyer assumes all responsibility for any effects resulting from the use of such liquids.

### 5. Risks and Safety Precautions

The Smoking Bottle features a heating element that, if improperly used, could result in health or property damage. The buyer accepts full responsibility for ensuring its safe operation, following all safety instructions, and maintaining proper usage conditions.

#### 6. Non-Refundable Custom Product

This is a custom-made, numbered art piece created specifically for the buyer. As such, all sales are final, and no refunds or exchanges will be considered under any circumstances.

# 7. Waiver of Dispute Claims

By agreeing to this waiver, the buyer forfeits any right to dispute this transaction with their credit card company or other payment provider. The buyer acknowledges that this is a non-refundable, custom purchase.

# 8. Hold Harmless Agreement

The buyer agrees to hold JeannieBottles, Mario AC Della Casa, and Della Casa Designs harmless from any and all liability, including but not limited to damages, injuries, or losses arising from the misuse, malfunction, or improper handling of the Smoking Bottle.

# 9. Acknowledgment of Safety Video

The buyer confirms they have viewed the provided safety video in its entirety and understand the instructions for safe operation before using the product.

# **Acknowledgment of Waiver**

By proceeding with this purchase, I confirm that I have read, understood, and agreed to all terms and conditions outlined in this Waiver of Liability. I accept full responsibility for the use and operation of the Smoking Bottle and release JeannieBottles, Mario AC Della Casa, and Della Casa Designs from any claims arising from its use.

#### **Electronic Signature Acknowledgment**

By checking the box below and adopting my electronic signature, I agree to the terms of this Waiver of Liability and affirm my understanding and acceptance of its contents.

☐ I Agree to the Terms of the Waiver of Liability (REQUIRED		Agree to	the Terms	of the Waiver	of Liability	(REQUIRED
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Name:	 	
Signature :		
Date:		

To proceed with the purchase, you must check the box and sign. This action serves as a legally binding acknowledgment of the terms outlined above.