

Liability Release and Waiver

This agreement is executed between David Duncan, (hereinafter referred to as "Notary" or "the Notary") and _____, (hereinafter referred to as "Client" or "the Client") and pertains to services by the Notary to verify the signature of the Client on certain documents presented to him by the Client. The parties stipulate and agree the Notary is not asked or expected to vet, certify, validate or confirm in any manner the originality, purpose or reason for the document(s) presented for signature. The Notary is responsible for and expected to only verify the identity of the Client, as per documents or evidence presented to him by the Client, and to certify that the person who executed the document is the Client.

I hereby release the Notary from liability pertaining to the matters set forth in this document. I understand that by signing this Waiver and Release, I expressly and willingly agree to assume complete responsibility for any risk of injury or damage that may arise from any activity that is or may be related to the document(s) notarized. On behalf of myself, heirs, assigns and next of kin, I waive all claims for damages, injuries, sustained to me, or my property, that I may have against the Notary.

I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit, impair or prevent me from executing this waiver and release.

It is stipulated between the Notary and the Client that any controversy or claim, whether in law or equity, arising from any activity by the Notary shall be resolved by binding arbitration. Further, jurisdiction and venue of any action on activities of the Notary is limited to Shelby County, Tennessee General Session Court and is governed by Tennessee law.

I have read and fully agree to the terms of this waiver and release. I understand and confirm that by signing this waiver and release, I voluntarily give up future legal rights. I have signed this waiver freely, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to grant this waiver. I declare that the foregoing is true and correct.

Signature: _____

Date: _____