



**WAIVER AND RELEASE
FIRE NOTIFICATION PROCEDURE**

CUSTOMER NUMBER: _____ SYSTEM NUMBER: _____

CUSTOMER NAME ("SUBSCRIBER"): _____

CUSTOMER/SITE ADDRESS: _____

Scarsdale Security System, Inc. ("SCARSDALE") monitors the Electronic Alarm System identified above (the "SYSTEM"). The system includes zones that are designated fire zones. SCARSDALE's standard operating procedure upon receipt by its designated Central Station of an alarm signal from one of the System's designated fire zones ("Fire Alarm signals") is to first notify emergency services and then notify the premise and the designated contacts on the SUBSCRIBER provided Information Sheet.

SUBSCRIBER REQUESTS THAT SCARSDALE MODIFY THE ABOVE PROCEDURE BY FIRST NOTIFYING SUBSCRIBER'S DESIGNATED CONTACTS AND CONFIRMING THE NEED FOR EMERGENCY SERVICES. SCARSDALE WILL ONLY NOTIFY EMERGENCY SERVICES IF EITHER 1) A DESIGNATED CONTACT REQUESTS THAT SCARSDALE DO SO, OR 2) SCARSDALE CANNOT REACH ANY OF THE DESIGNATED CONTACTS. SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT THIS PROCEDURE MAY RESULT IN A DELAY IN RESPONSE TIME BY EMERGENCY SERVICES, POTENTIALLY RESULTING IN DAMAGE OR LOSS TO PROPERTY AND/OR LIFE. THIS MODIFICATION TO SCARSDALE'S STANDARD OPERATING PROCEDURES DOES NOT MODIFY, WAIVE OR MAKE VOID ANY PROVISION OF THE CONTRACT AND SUBSCRIBER EXPRESSLY RELEASES AND DISCHARGES SCARSDALE FROM ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS PROCEDURAL MODIFICATION.

SUBSCRIBER understands and acknowledges that all services being provided are governed by the Monitoring Contract previously executed between SCARSDALE and SUBSCRIBER, including but not limited to all provisions relating to warranties, limitation of liability, and indemnification, and that in accordance with the Contract SCARSDALE shall not be responsible, or held liable, whether at law or equity, for any damage, loss or injury to person or property related to the services set forth in the Contract.

IN SIGNING THIS WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I: 1) HAVE READ THE FOREGOING WAIVER; 2) UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED; 3) NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE BY SCARSDALE, ITS OFFICERS OR EMPLOYEES; 4) I AM AUTHORIZED TO MAKE BINDING MODIFICATIONS TO THE CUSTOMER ACCOUNT IDENTIFIED HEREIN; AND 5) I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT; AND I EXECUTE THIS WAIVER, FULLY INTENDING TO BE BOUND BY THE SAME.

Signature: _____

Date: _____

Print Name: _____