

We Are All Ears

GENERAL RELEASE, WAIVER AND DISCLAIMER

The undersigned hereby agrees as follows with respect to the custom fit ear plugs purchased from BEC Holdings, LLC dba We Are All Ears (“We Are All Ears”) on the date set forth below.

I understand that a representative of We Are All Ears (the “Representative”) will take an impression of my ear for the purpose of creating custom fit ear plugs. I understand that prior to making the impression the Representative will visually inspect my outer ear to make sure there are no blockages or abnormalities that would prevent the making of a proper impression. The Representative reserves the right to refuse to make an ear impression for any reason.

I agree to indemnify, release and forever hold harmless We Are All Ears and the Representative from any and all claims, damages and/or legal actions arising from or connected in any way with the ear impressions administered by the Representative.

We Are All Ears warrants that the custom ear plugs will be free from defects in materials for 45 days from the date of purchase. The sole obligation of We Are All Ears under this limited warranty shall be to repair or replace the product in the sole discretion of We Are All Ears. Due to the custom nature of the product, there are no refunds under any circumstances.

CUSTOM EAR PLUGS ARE NOT MEANT TO BLOCK OUT ALL SOUND. WE ARE ALL EARS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE LEVEL OF EAR AND HEARING PROTECTION TO BE PROVIDED BY THE CUSTOM EAR PLUGS.

WE ARE ALL EARS DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW. WE ARE ALL EARS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT.

The undersigned acknowledges receipt of an instruction card from We Are All Ears regarding the proper insertion of the custom ear plug into the ear. In the event the instruction card is lost or misplaced, instructions can be found on the website of We Are All Ears (www.weareallears.net). The undersigned acknowledges that failure to follow the instructions regarding proper insertion of the custom ear plugs will reduce the effectiveness of the ear plugs and could result in hearing loss.

The undersigned has read, fully understands, and voluntarily accepts the terms of the foregoing Release, Waiver and Disclaimer.



customized hearing protection

Customer

Date: _____