

Release and Hold Harmless Agreement

This Release and Hold Harmless Agreement (the "Agreement") is made and entered into this [date: _____]

by [customer name: _____] ("Customer").

The Customer agrees to purchase a badge, insignia, id card or multiples (the "Product") from Case Breakers, Inc (AgentGearUSA.com), a Florida corporation (the "Company").

In consideration of the purchase of the Product, the Customer agrees to the following terms:

Representations and Warranties:

The Customer represents and warrants to the Company that the Product will be used solely for collectible or prop purposes in film, television, or theatrical productions. The Customer further warrants that the Product will not be used for any legal or official purposes.

Release and Indemnification:

The Customer releases and forever discharges the Company, its officers, directors, employees, agents, and assigns, from any and all claims, demands, causes of action, damages, liabilities, losses, costs, and expenses of any nature, including but not limited to, personal injury, property damage, and economic losses, arising from or in connection with the purchase, possession, or use of the Product by the Customer, whether such claims are known or unknown, foreseen or unforeseen, contingent or non-contingent, and whether or not such claims are the result of the negligence of the Company.

Limitation of Liability:

In no event shall the Company be liable to the Customer for any direct, indirect, incidental, special, punitive, or consequential damages arising from or in connection with the purchase, possession, or use of the Product by the Customer, whether such claims are the result of the negligence of the Company or otherwise.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and any disputes arising under this Agreement shall be resolved in the courts of Broward County, Florida.

Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, warranties, and agreements between the parties relating to the subject matter of this Agreement.

Modification:

This Agreement may only be modified by written instrument executed by both parties.

Liability for Use of Insignia, Seals, Symbols, and Lettering:

The Customer acknowledges that it is their sole responsibility to determine whether the use of certain insignia, seals, symbols, and lettering is restricted for their intended purpose or manner of use. The Customer assumes full responsibility for ensuring that they have the legal right to purchase and use any such restricted insignia, seals, symbols, or lettering included in their custom-made product.

The Customer agrees to seek independent legal advice to determine whether they require specific authorization to use any restricted insignia, seals, symbols, or lettering on the product. The Customer understands and agrees that the Company will not be held liable for any legal issues, penalties, or claims arising from the unauthorized use of restricted insignia, seals, symbols, or lettering on the product.

By signing this Agreement, the Customer releases and indemnifies the Company from any and all claims, demands, causes of action, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees, arising from or in connection with the purchase, possession, or use of restricted insignia, seals, symbols, or lettering on the product by the Customer.

Important Notice

We are committed to providing you with the highest quality custom-made products. However, we would like to bring to your attention the information regarding changes or cancellations of custom badges and custom leather products once factory production has begun.

Custom-made products cannot be altered or cancelled once factory production has started, which is typically within 12-24 hours after the order has been submitted. This is due to the nature of custom products being designed and manufactured specifically to meet the unique requirements and specifications of each individual customer.

We understand that this may be an inconvenience, but we strongly advise our customers to carefully review all details of their order before submitting it to ensure that it meets their expectations. If you have any questions or concerns regarding your custom order, please do not hesitate to reach out to us at dave@agentgearusa.com before placing your order.

Thank you for choosing Case Breakers, Inc. / Agent Gear USA for your custom needs.

Product Purpose Use: _____

Customer Signature: _____

Printed Name: _____

Company Name: _____

Date: _____

Please attach your professional issued credentials, business card, or state-issued photo ID.

Email this document to: dave@agentgearusa.com

Revision History:

Document revised on [2-10-2024]