

SHIELDS PROPERTY SERVICES — SERVICE LIABILITY WAIVER & ACKNOWLEDGEMENT

Residential Snow Clearing • Transcona, Winnipeg, Manitoba

WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP CERTAIN LEGAL RIGHTS — READ CAREFULLY BEFORE SIGNING.

Please read this document carefully. By signing below, the client acknowledges and agrees to the terms set out in this waiver in connection with snow clearing services provided by Shields Property Services (the "Company") at the property address listed below.

1. SCOPE OF SERVICE

The Company provides residential snow removal for driveways and walkways at the client's property. Service is provided within 12 hours after the end of a qualifying snowfall, in accordance with the trigger depth of the client's selected plan.

Important: For clients on Complete and Premium plans, service also includes scraping of ice from driveways and walkways. Ice is never scraped from vehicles.

2. OPTIONAL COMPLIMENTARY VEHICLE SNOW BRUSHING

Vehicle snow brushing is an optional, complimentary courtesy service. It is not a standard inclusion in any plan. Where the client explicitly requests it, the Company will brush loose snow from up to two (2) vehicles parked in the driveway at the time of the visit, using soft-bristle brushes. The client acknowledges that this courtesy is provided at the client's request and that the Company is not responsible for pre-existing vehicle conditions, including scratches, chips, cracks, or wear that may become visible once snow is removed.

3. CANADIAN WINTER CONDITIONS

The client acknowledges that Winnipeg winter conditions include extreme cold, freeze-thaw cycles, ice formation, blowing snow, and unpredictable snowfall amounts and timing. Despite reasonable care, snow clearing cannot eliminate all snow, ice, or slippery conditions. The Company cannot guarantee ice-free, dry, or completely clear surfaces at any time, and refreeze may occur shortly after a visit.

4. SPECIFIC RISKS ACKNOWLEDGED

By signing this waiver, the client specifically acknowledges and accepts the following risks associated with winter snow clearing services:

- Slip-and-fall injuries on icy or refrozen surfaces;
- Minor cosmetic marks to vehicle paint or trim from snow brushing;
- Damage from hidden obstacles under snow not identified during the property walkthrough; and
- Injuries or property damage from freeze-thaw cycles and unpredictable winter weather.

5. OUR COMMITMENT TO YOU

Shields Property Services accepts responsibility for damage directly caused by our operations. If we damage your property through our work, report it promptly and we will make it right within the terms of this waiver.

6. LIMITATION OF LIABILITY

The Company will be liable for damages only in instances of proven gross negligence on the part of the Company. To the fullest extent permitted by law, the Company is not liable for:

- Pre-existing damage or conditions to driveways, walkways, vehicles, structures, landscaping, or other property;
- Damage caused by hidden or obscured obstacles, including objects buried under snow or ice;
- Normal operational marks from snow clearing equipment used with reasonable care;
- Personal injury, property damage, or loss arising from ice, refreeze, packed snow, or other winter conditions; or
- Damage arising from the optional vehicle snow brushing described in Section 2, except in instances of proven gross negligence. Nothing in this waiver limits liability for intentional misconduct or reckless disregard.

The client is responsible for moving vehicles and personal property as needed, marking or disclosing hidden obstacles, and exercising caution on all cleared and uncleared surfaces during winter conditions.

INITIALS: _____

DATE: _____

SERVICE LIABILITY WAIVER — CONTINUED

7. CONSUMER PROTECTION ACT

Nothing in this waiver limits any rights the client may have under The Consumer Protection Act (Manitoba).

8. SEVERABILITY

If any portion of this waiver is held invalid or unenforceable, the remaining portions continue in full force and effect.

9. NOTICE OF CLAIMS

Under Manitoba's Occupiers' Liability Act, any person who suffers injury must provide written notice (including date, time, and location) to the Company within 60 days.

Written notice should be sent to Shields Property Services at shieldspropertyserviceinc@gmail.com or delivered during an in-person visit, so the Company can document and respond to the claim promptly.

10. CLIENT ACKNOWLEDGEMENT & SIGNATURE

By signing below, I confirm that I have read and understood this waiver, including the warning at the top of this document, the ice scraping terms in Section 1, the optional nature of vehicle snow brushing, the specific risks acknowledged in Section 4, and the limitation of liability to instances of proven gross negligence, subject to Sections 7 to 9. I agree to these terms for services provided at the property address below.

CLIENT NAME (PRINT)

DATE

CLIENT SIGNATURE

PHONE / EMAIL (OPTIONAL)

PROPERTY ADDRESS

Signed during the in-person consultation visit. A copy of this signed waiver will be provided to the client on request. Shields Property Services recommends clients seek independent legal advice if they have questions about this waiver.