

“THE REFUGE”
MANUFACTURED BY FIBERGLASS CREATIONS, INC.
INSTALLED BY LUTHER STEM POOLS & SPAS
Precautions Disclaimer Form

As the Purchaser and Owner of “THE REFUGE”, Underground Fiberglass Tornado Shelter, I/We understand that I/We will:

- (A) **NOT** store any flammable liquids, fuels, incendiary devices, or explosives inside the shelter;
- (B) **NOT** use an open flame in any capacity (no lanterns, no cooking equipment, no heating elements, or other devices which burn fuel or have an open flame) inside the shelter;
- (C) **NOT** use any fume emitting equipment in the shelter or any other device which emits any toxic fumes, odors, poisonous gases, carbon monoxide, or other harmful or noxious gases;
- (D) **NOT** attach anything to the inside of shelter walls or cause holes to be drilled or cut in the walls, ceiling, or floor of the shelter. (In the event that any holes are drilled, cut or otherwise caused through the use of misuse of “THE REFUGE” to the ceiling walls, or floor, I/We understand that the Limited Warranty shall be of not further force or effect);
- (E) **NOT** operate heavy equipment, riding lawnmowers, tractors, automobiles, or any other equipment of a weight of greater than 250 lbs above the location of installation of “THE REFUGE” or within ten feet perimeter of where “THE REFUGE” is installed or buried;
- (F) **NOT** store any items of more than 250 lbs above the location where the shelter “THE REFUGE” is installed and buried or within a ten foot perimeter surrounding the location where “THE REFUGE” is installed or buried;
- (G) **NOT** dig, excavate or cause the soil to be penetrated by a shovel, pick, or other equipment above “THE REFUGE” or within a ten foot perimeter around where “THE REFUGE” is installed and buried;
- (H) **NOT leave children unattended in the shelter or allow children to play unattended in or around the shelter.**
- (I) **NOT** take into “THE REFUGE” or store in shelter any chemicals or other substances which emit noxious or poisonous fumes; and,
- (J) Use caution in entering and exiting the shelter;

- (K) Become familiar with the usage of the shelter;
- (L) Use the shelter only for brief stays during violent weather, and not use it for overnight stays or for living quarters for longer periods;
- (M) Develop an emergency evacuation plan and share such information with all members of my family, household, or others who may use the shelter.
- (N) Check the batteries on the lighting equipment in the shelter periodically to insure that such lighting equipment is functional and in good repair;
- (O) Cut the grass above "THE REFUGE" through the use of a light weight push lawnmower of less than 250 lbs and/or a weed eater or similar equipment which is of a weight of less than 250 lbs;
- (P) Notify subsequent owners of the "THE REFUGE" and all persons who shall use "THE REFUGE" of the contents of this Precaution Disclaimer form.

I/We further understand that FIBERGLASS CREATIONS, INC. and/or LUTHER STEM POOLS & SPAS in no way guarantees or insures the survival of persons who inhabit "THE REFUGE" during a tornado or other inclement weather. I/We further understand that there is not absolute guarantee of survival in the event of a tornado or other storm; however, I/We do understand that through the use of "THE REFUGE", I/We enhance the likelihood of survival during any such storm or other inclement weather.

I/We further understand that the Limited Warranty relating to "THE REFUGE" does not cover any damage caused by activities in violation of the representations made in this Precautions Disclaimer Form.

I/We have read and understand the instructions and precautions set forth above and the full contents of this document. I/We assume all responsibility for the proper use of the shelter. I/We release FIBERGLASS CREATIONS, INC and LUTHER STEM POOLS & SPAS of and from any liability or any further responsibility as to the proper usage of "THE REFUGE", underground tornado shelter. I/We do further agree to communicate the information contained herein to all subsequent owners of "THE REFUGE" and to all users who use "THE REFUGE" with my/our permission.

 Purchaser/Owner Signature
 Date _____

 Purchaser/Owner Signature
 Date _____

Whitness Signature _____ Date _____