



## WAIVER OF LIABILITY--Request For Special Service

\_\_\_\_\_  
Printed Customer Name

\_\_\_\_\_  
Texas Gas Service Account #

\_\_\_\_\_  
Name of Owner or Resident (If Different)

\_\_\_\_\_  
Address of Residence

\_\_\_\_\_  
Location of Water Heater (example: Garage, Hall closet)

I have requested service and I am unable to be present at the time a Texas Gas Service (TGS) representative makes a service call on my Residence or Premises, as described above. Due to issues of liability I understand that it is the policy of TGS to only enter the Residence or Premises of a customer if there is an adult occupant present at that Residence or Premises at the time of the service call. However, at my request TGS has agreed to consider waiving this policy so that I may permit TGS service personnel to enter my Residence or Premises to perform service work while I am not present. As a precondition to waiving this policy, TGS requires that I limit any and all liability that TGS may have as a result of any incident that may occur as a result of my permitting TGS personnel to enter my Residence or Premises while I am not present. **I understand that TGS will refuse to perform any services if unattended minor children are present or unrestrained pets are present. I understand that in such event, I may be assessed an additional fee, if permitted under the applicable rules of service.**

I represent and warrant that I have the absolute legal right to the possession of the Residence or Premises described in this document and that I have the full authority to grant TGS the permission to enter the Residence or Premises unaccompanied by a resident.

**By signing and delivering this form to TGS, I am granting TGS, their affiliated entities, contractors, agents or TGS employees permission to enter my Residence or Premises without my presence. I acknowledge that if TGS makes a service call and is unable to enter my Residence or Premises, I may be assessed an additional fee, if permitted under the applicable rules of service.**

In consideration for the services to be performed at my request by TGS and the waiver of certain company policies at my request, **I knowingly, voluntarily, and unconditionally release, absolve, indemnify, and hold harmless** Texas Gas Service and their representatives from all claims or liabilities (including, but not limited to, those based on negligence or gross negligence) in any way relating to Texas Gas Service entering my Residence or Premises, handling my key or securing my key or any other action related to entering the Residence or Premises or from any action or claim based upon any unrelated third party that might enter my Residence or Premises before or after Texas Gas Service has performed its service work. **I understand that this Total Waiver of Liability is intended to be a full and complete waiver and release of Texas Gas Service from any liability for any damages or injuries that may occur as a result of permitting such access for Texas Gas Service personnel and that I am giving up any rights to legal recourse that I may have against Texas Gas Service or any related parties.** This Agreement shall remain in effect until terminated by either party by prior written notice to the other party.

**THE WAIVER FORM MUST BE LEFT WITH THE KEY OR ON THE FLOOR IMMEDIATELY INSIDE THE ENTRY WAY VISIBLE FROM THE DOOR WAY.**

\_\_\_\_\_  
Signature of Homeowner or Resident

\_\_\_\_\_  
Date Signed