

**ASBESTOS DISTURBANCE WAIVER**

*(For Type 2 or Type 3 containment and removal projects)*

Customer/Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

**Scope of Work**

DESA Contracting & Restoration ("DESA") is authorized to perform **asbestos abatement and removal** in compliance with **Ontario Regulation 278/05**, including containment, HEPA filtration, and negative air pressure procedures.

**Safety & Containment**

- Containment barriers and HEPA-filtered negative air will be installed.
- Only trained and authorized personnel will enter containment zones.
- Air clearance and visual inspections will be completed per regulation when authorized.

**Clearance Testing**

Air clearance testing is **not included** unless specifically requested by the Client or corporation. When requested, testing will be completed by a qualified third-party consultant **at an additional cost**. If the client or management declines clearance testing, I agree to release and hold DESA, its directors, employees, and subcontractors harmless from any claims, damages, or future concerns related to post-abatement air quality or asbestos fibre presence.

I request post-remediation clearance testing

I decline clearance testing

**Health & Environment**

Abatement may cause temporary noise and restricted access. DESA follows all safety and ventilation requirements. Indoor environments cannot be completely sterile, and some residual background fibres may remain after clearance.

**Release of Liability & Indemnification Clause**

DESA is not responsible for:

- Pre-existing asbestos conditions outside the abatement area
- Hidden or unidentified ACMs
- Recontamination from adjacent areas
- Odours or residue from containment or equipment operation
- I agree that I will not initiate, participate in, or support any legal, administrative, or arbitration action against DESA Contracting & Restoration, its employees, officers, directors, agents, representatives, or subcontractors, arising from or related to this work.

I further agree to I further agree to release, defend, indemnify, and hold DESA harmless from any and all claims, damages, or costs (including legal fees) that may result from fire/water mitigation, mold/asbestos remediation, biohazard or trauma cleanup, reconstruction, repairs, renovations, products used, or site conditions before, during, or after the work.

This authorization and waiver represent the entire understanding between the parties and supersede any prior verbal or written communication.

Client

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_