

E-Boiler Legal Disclaimer and Liability Waiver

Effective Date: September 23, 2025

Grakksaw, LLC (hereinafter referred to as "Grakksaw," "we," "us," or "our") provides the E-Boiler product (the "Product") for use in self-taxidermy processes, including skull boiling and maceration. By purchasing, using, or otherwise accessing the Product, you (the "User," "you," or "your") acknowledge that you have read, understood, and agree to be bound by this Legal Disclaimer and Liability Waiver (the "Waiver"). If you do not agree to these terms, do not purchase or use the Product.

This Waiver is intended to be a complete and unconditional release of liability to the fullest extent permitted by law. It applies to all users, including but not limited to purchasers, operators, and any third parties who may come into contact with the Product.

1. Important Safety Warnings and Risks

The E-Boiler is a high-wattage, 120V electric-powered device designed for heating water to process animal skulls through boiling or maceration. Improper use can result in serious injury, death, property damage, or other harms. You must read and follow all instructions provided with the Product, including any user manual or safety guidelines.

Key risks associated with the Product include, but are not limited to:

Electrical Hazards: Risk of electric shock, short circuits, or fire due to exposure to water, damaged cords, improper grounding, or use in wet environments. Always use a grounded outlet and avoid contact with water while the device is plugged in.

Thermal Hazards: Water can reach temperatures up to 212°F posing risks of severe burns, scalding, or steam-related injuries. Never touch hot surfaces or submerge body parts in heated water.

Biological Hazards: Maceration involves bacterial decomposition of organic material, which may produce harmful bacteria, odors, toxins, or pathogens (e.g., risk of infection from handling animal remains or contaminated water). Use in a well-ventilated area, wear appropriate protective gear (gloves, masks, eye protection), and dispose of waste in accordance with local health and environmental regulations.

Mechanical Hazards: Sharp edges on animal skulls, moving parts (e.g., lids, guards), or improper securing of skulls could lead to cuts, punctures, or equipment failure.

Chemical Hazards: Exposure to cleaning agents, residues from animal tissues, or materials used in the Product (e.g., epoxy, polymers) may cause allergic reactions or irritation.

Environmental and Operational Risks: Use in extreme weather, evaporation leading to low water levels (despite auto-off sensor), or overriding temperature caps could result in overheating, equipment damage, or fire. The Product is not intended for continuous unsupervised use.

Other Risks: The Product is designed for adult use only. Keep out of reach of children and pets. Do not use for any purpose other than skull processing, such as cooking food or heating liquids for consumption.

Grakksaw strongly recommends consulting with a qualified professional (e.g., taxidermist or electrician) before use and complying with all applicable local, state, and federal laws, including those related to animal handling, waste disposal, and electrical safety.

2. Assumption of Risk

By using the Product, you voluntarily assume all risks associated with its operation, including those listed above and any unforeseen risks. You acknowledge that self-taxidermy involves inherent dangers and that no product can eliminate all hazards. You represent that you are in good physical and mental health to use the Product and that you have the necessary skills and knowledge to operate it safely.

3. Disclaimer of Warranties

THE PRODUCT IS PROVIDED "AS IS" AND "WITH ALL FAULTS." GRAKKSAW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR BE FREE FROM DEFECTS. GRAKKSAW DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR ERROR, OR THAT ANY DEFECTS WILL BE CORRECTED.

Any statements regarding the Product's performance (e.g., temperature control, durability, or results) are for informational purposes only and do not constitute warranties. Results may vary based on usage, environmental conditions, and other factors.

4. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GRAKKSAW, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation applies to all claims, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory. In no event shall Grakksaw's total liability exceed the purchase price paid for the Product.

5. Waiver and Release of Claims

In consideration of being permitted to purchase and use the Product, you hereby waive, release, discharge, and covenant not to sue Grakksaw, its affiliates, officers, directors, employees, agents, suppliers, and licensors from any and all claims, demands, actions, causes of action, liabilities, losses, damages, costs, and expenses (including attorneys' fees) arising out of or related to the Product, including but not limited to personal injury, death, property damage, or any other harm, whether caused by negligence, strict liability, or otherwise.

This release extends to all claims, known or unknown, and you expressly waive any rights under any statute or common law principle that would limit the scope of this release (e.g., California Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party").

6. Indemnification

You agree to indemnify, defend, and hold harmless Grakksaw, its affiliates, officers, directors, employees, agents, suppliers, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use or misuse of the Product; (b) your violation of this Waiver or any applicable law; (c) any injury, damage, or loss caused by you to third parties; or (d) any content or materials you process with the Product.

7. Governing Law and Dispute Resolution

This Waiver shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its conflict of laws principles. Any disputes arising out of or related to this Waiver or the Product shall be resolved exclusively through binding arbitration in Jefferson City, Missouri under the rules of the American Arbitration Association, or in a court of competent jurisdiction in Cole County, Missouri if arbitration is unenforceable.

8. Severability and Entire Agreement

If any provision of this Waiver is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Waiver constitutes the entire agreement between you and Grakksaw regarding the Product and supersedes all prior agreements or understandings.

9. Modifications

Grakksaw reserves the right to modify this Waiver at any time. Continued use of the Product after modifications constitutes acceptance of the updated terms.

Acknowledgment

By purchasing or using the E-Boiler, you affirm that you are at least 18 years of age (or the age of majority in your jurisdiction) and have the legal capacity to enter into this Waiver. You agree to use the Product responsibly and at your own risk.

For questions, contact Grakksaw at support@grakksaw.com.

Grakksaw, LLC