Disclaimer of Liability

Insight Tree Imaging LLC remains committed to providing high-quality services while prioritizing the safety of our clients and their property.

By your use of our services, you expressly understand and agree that:

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of the trees and attempt to reduce the risk of living near trees. Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Despite our commitment to excellence and adherence to industry best practices, the condition of trees can be affected by various external factors beyond our control, including but not limited to changes in soil conditions, water availability, environmental stress, acts of God, and other natural weather events that are uncontrollable. It is crucial for our clients to understand and acknowledge that even with the utmost care and all possible precautions taken, the potential for tree failure cannot be eliminated

Since trees are living organisms, conditions are often hidden within the tree and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period. Likewise, remedial treatments cannot be guaranteed. Trees can be managed but they cannot be controlled. To live near trees is to accept some degree of risk and the only way to eliminate all risk associated with trees is to eliminate all trees.

Although studies have shown that imaging technology and wood testing using a Resistograph® to have a high degree of accuracy for below-ground root identification and predicted changes in wood structure; these are not photographs but images of predicted changes in wood composition or root targets. Insight Tree Imaging LLC endeavors to use equipment that generates useful information to prepare reports that will reflect its best judgment considering the facts as it knows them

By engaging Insight Tree Imaging LLC for tree care services, the client agrees to accept that we cannot guarantee that trees will not fail in the future. Accordingly, Insight Tree Imaging LLC shall not be held liable for any incidents, damages, or liabilities resulting from fallen trees, tree branches, or tree limbs following the provision of our services. This includes but is not limited to damages to property, personal injury, or any other form of loss.

Clients are encouraged to discuss any concerns about their trees with our tree care technicians before any work begins. Our team is dedicated to providing advice and recommendations aimed at minimizing risks associated with tree care activities.

However, the final decision regarding the management of any tree, and the acceptance of any associated risks, rests with the client.

Insight Tree Imaging LLC does not guarantee the outcome of its efforts or the structural integrity of any tree. Any report prepared by Insight Tree Imaging LLC or equipment and data analysis provided by Insight Tree Imaging LLC is used strictly at your sole risk.

Your use of imaging technology services is provided on an "as is and "as available" basis. Insight Tree Imaging LLC expressly disclaims all warranties of any kind, expressed or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Insight Tree Imaging LLC makes no warranty that the equipment will be error-free or the data results obtained from the use of this equipment will be reliable.

Insight Tree Imaging LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for goodwill, injury to body or property, death, or other losses even if Insight Tree Imaging LLC has been advised of the possibility of such damages resulting from the use or reliance on imaging equipment or Insight Tree Imaging LLC Inc. use of imaging technology.

Although imaging devices have no known harmful physical effects on trees, the client agrees to indemnify, defend and hold Insight Tree Imaging LLC and their consultants harmless from and against any and all claims, liabilities, suites, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Services and/or this Agreement, except to the extent that said damages or losses are caused by Insight Tree Imaging LLC gross negligence or willful misconduct. This indemnity, shall survive any expiration or termination of this Agreement with regard to any claims arising during, or related to, facts or circumstances that occurred during the term of this Agreement or any extension thereof.

No warranty, representation, or guarantee, express or implied, is intended by this agreement. Insight Tree Imaging LLC is not responsible for the completion or quality of work that is dependant upon or performed by the Client or third parties not under the direct control of Insight Tree Imaging LLC or for their acts or omissions or for any damages resulting there from.

By accepting our services, the client acknowledges that they have read, understood, and agreed to the terms outlined in this Disclaimer of Liability and that they shall apply to all services performed by Insight Tree Imaging LLC. If this document is attached to another form of agreement whose terms and conditions conflict with this Agreement the Disclaimer of Liability in this document shall prevail.