

Assumption of Risk – Release - Covenant Not to Sue

1. Release. In consideration of being permitted to participate in any safety training curriculum offered by the ALICE Training Institute, LLC (hereinafter called the “Course”), I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the ALICE Training Institute, LLC, the facility, venue and property owners upon which the Course takes place and all Course participants (collectively, hereafter called the “Released Parties”), their officers, employees, and agents from liability from any and all claims including the negligence of the Released Parties, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), property loss, and damages arising from, but not limited to, participation in the Course.

2. Assumption of Risks. Participation in the Course carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one Course to another, but the risks range from (1) minor injuries such as scratches, bruises, and sprains (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Course. I hereby assert that my participation in the Course is voluntary and that I knowingly assume all such risks.

3. Indemnification and Hold Harmless. I also agree to INDEMNIFY, DEFEND, AND HOLD the Released Parties and its officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Course.

4. Medical Treatment. I understand and agree that Released Parties may not have medical personnel available at the location of the Course. In the event of any medical emergency, I do authorize and consent to any x-ray, examination, and anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that any Released Parties deem necessary for my safety and protection. I understand that such treatment shall be solely at my expense. Notwithstanding this paragraph, I understand and agree that the Released Parties has no obligation to provide or seek out any medical treatment for me.

5. Fitness and Safety. I agree to follow all safety instructions provided by the Course instructor. It is my sole responsibility to determine if I am sufficiently fit and healthy enough to participate in the Course and that I am responsible for my own safety and well-being at all times and under all circumstances while participating in the Course. I understand that I may refuse to participate at any time.

6. Use of Image. I grant ATI permission to photograph, videotape, and/or audiotape me during the Course. These photographs/videos/audios will remain the property of ATI and may be used for any lawful purpose. *Law Enforcement Officers can request anonymity (no facial depictions.)*

7. Severability. The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. Acknowledgment of Understanding. I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Name of Participant (Please Print Legibly)

Signature of Participant

Date: _____