

>>>>>>> **WAIVER OF LIABILITY**

A. **Simiron, Inc.** ("Simiron") has expertise in floor coatings, including the application of coatings and the use of related power tools;

B. **Simiron** offers training classes for its new and current customers. The classes take place at Simiron's Research and Development Building, Stores and Warehouses, and include instruction on working with power tools and floor coatings (the "Classes"). Due to the nature of the training, including the use of power tools and coating materials, all participants must sign this Waiver of Liability ("Waiver").

In consideration of Simiron granting access to its Research and Development Building, Stores and Warehouses for the Classes, I freely, voluntarily, and knowingly execute this Waiver and affirm that I was of sound mind at the time of execution of this Waiver. This Waiver was not induced by any representation by Simiron, including without limitation any representation regarding the risks involved in, or the nature of, the Classes.

I understand that the Classes may expose me to potential hazards. I am voluntarily engaging in the Classes and expressly assume all risks, known and unknown, those that are readily apparent and those that are not readily apparent, of hands-on instruction of the use and application of floor coatings and use of related power tools, including without limitation all risk of injury, death, or property damage.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, I KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY, AND ABSOLUTELY WAIVE, RELEASE, AND DISCHARGE SIMIRON AND ITS AFFILIATED ENTITIES, AND SIMIRON'S AND ITS AFFILIATED ENTITIES' OWNERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, CONTRACTORS, PATRONS, CUSTOMERS, REPRESENTATIVES, INSURERS, ATTORNEYS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, "SIMIRON RELEASEES") FROM ALL PAST, PRESENT, AND FUTURE LIABILITY, DAMAGES, INJURIES, CLAIMS, OR DEMANDS OF ANY KIND RELATED TO INJURY, DEATH, OR PROPERTY DAMAGE IN ANY WAY RELATED TO OR ARISING OUT OF MY PARTICIPATION IN CLASSES, WHETHER CAUSED BY SIMIRON OR ANY OTHER PERSON. WITHOUT LIMITATION, THE FOREGOING WAIVER, RELEASE, AND DISCHARGE SHALL APPLY EVEN IF THE LIABILITY, DAMAGES, INJURIES, CLAIMS, OR DEMANDS ARISE OF OUT OF THE NEGLIGENT CONDUCT OF SIMIRON, THE SIMIRON RELEASEES, OR ANY OTHER PERSON.**

I hereby agree to indemnify, defend, and hold harmless SIMIRON and the SIMIRON Releasees from any liability, damages, injuries, claims, or demands in any way related to or arising out of my participation in the Classes.

**BY EXECUTING THIS WAIVER, THE UNDERSIGNED ATTESTS AND AFFIRMS THAT HE/SHE HAS READ THIS WAIVER, HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER CHOICE, FULLY UNDERSTANDS ITS TERMS, AND SIGNS FREELY, VOLUNTARILY, AND WITHOUT INDUCMENT OR COERCION OF ANY KIND.**



DATED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_