

PLUMBING-HEATING-COOLING CONTRACTORS GA ACADEMY, INC.
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement (Agreement) is entered into by the Parent or Legal Guardian and any Minor (Participant) named below, in favor of PLUMBING-HEATING-COOLING CONTRACTORS GA ACADEMY, INC. (PHCCGA). In consideration of PHCCGA permitting Parent or Legal Guardian and Participant(s) access to the Premises and the ability to participate in the Activities, including the Activities that may occur in, about, or near 2688 Roff Ave. Macon, GA 31204 or any other premises owned or operated by PHCCGA wherever located (Premises).

I, the undersigned, on behalf of myself and Participant(s) (both of us hereinafter referred to as "I," "we," "us" or "Participant"), my spouse, parents, heirs, estate, insurers and assigns (collectively, the "RELEASING PARTIES") hereby agree to this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement (Agreement) as follows:

1. Acknowledgment and Assumption of Inherent Risks and Dangers. I acknowledge and agree that I and Participant(s) will be around and possibly using tools and heavy equipment such as a Pipe threader, a torch for pipe soldering, and other miscellaneous tools and that participation at PHCCGA entails certain physical risks that simply cannot be eliminated without jeopardizing the essential qualities of the activities and regardless of the care taken by PHCCGA and its staff members. PHCCGA imposes inherent risks for Participants such as minor or serious injuries resulting from failure to comply with all rules or injured by improper use or operation of equipment. Other more serious risks exist as well and the possibility of permanent disability or death could occur. Inherent risks of the PHCCGA may be affected by a number of factors, including, but not limited to, Participant's physical strength, coordination, size, experience, training, proper use of safety equipment and access and proximity to medical care. Further, the acts or omissions of other participants at PHCCGA can also cause injury and even death to Participants. I acknowledge and understand that any medical care required by me or Participant(s) as a result of our participation at PHCCGA will be at the sole cost and expense of us. I further acknowledge and understand participation at PHCCGA is voluntary and that we knowingly assume all inherent risks of our use of the facility and equipment.

2. Unconditional Release and Indemnification. The RELEASING PARTIES hereby agree to, release, hold harmless, defend and indemnify PHCCGA, its members, partners, employees, directors, officers, managers, agents, volunteers, manufacturers, participants, lessors, affiliates, subsidiaries, related and affiliated entities, successors and assigns (collectively, the "RELEASED PARTIES") from and against, and shall pay and reimburse each of them for, any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses (collectively, a "Claim") incurred or sustained by, or imposed upon, any or all of the RELEASING PARTIES based upon, arising out of or from, with respect to or by reason of, my or Participant(s) death, injury or loss during participation at PHCCGA (including, without limitation, those arising from the inherent risks of such activity or the ordinary negligence of any or all of the RELEASED PARTIES or other third parties, including, without limitation, other participants at the PHCCGA). The RELEASING PARTIES further agree to hold harmless, defend and indemnify the RELEASED PARTIES against any and all Claims of co-Participants, rescuers and other participants at the PHCCGA arising from my or Participant(s) use of the facility and equipment. The right to indemnification conferred in this Release and Waiver by the RELEASING PARTIES shall be to the fullest extent permitted by the laws of the State of Georgia, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the RELEASING PARTIES to provide broader indemnification rights than said law permitted the RELEASING PARTIES to provide prior to such amendment), or by other applicable law as then in effect.

3. Agreement to Follow Rules. I acknowledge that certain rules have been established for my and Participant's safe use of the facility and equipment and we agree to abide by all such rules set by PHCCGA and its staff members and understand it is my responsibility to ensure that Participant(s) also comply with all applicable rules while on any part of the property. Further, I understand that failure to follow such rules and directions will result in eviction from the program without a refund.

- Each Participant is to attend camp each day dressed in appropriate clothing specified in advance.
- If a Parent or Legal Guardian does not remain present during the camp, Participant(s) may be dropped off and picked up only at the specified times of the camp.
- Each Participant will have a respectful and listening attitude during the camp to ensure their safety and the safety of those around them.
- Violent or disruptive behavior will not be tolerated. Parent or Legal Guardian of Participant(s) behaving violently or disruptive in any way that could possibly compromise the safety of themselves or others at the camp will be notified and must pick up Participant(s) immediately. If a Parent or Legal Guardian is unable to be contacted in this situation, the Bibb County Sheriff's Office will be called to come escort Participant(s) off the premises.

4. Health and Medical Care. I represent that I and Participant(s) are in good health and have no special health conditions that prohibit participation. I authorize a licensed medical care provider to carry out any emergency medical care which may be necessary and I acknowledge and accept full responsibility for any associated costs and expenses of such medical care for me and/or Participants.

5. Release of Photographs and Recordings. I grant PHCCGA the irrevocable right and permission to photograph and/or record me and/or Participant(s) while at the facility and to use such photographs and/or recordings for advertising, promotional and educational purposes without limitation or restriction, and with the right to edit, crop, retouch, Photoshop or make other changes or alterations to such photographs and/or recordings. I understand that I am waiving any right to inspect or approve such photographs and/or recordings and, any changes or alterations thereto or the use thereof, and that such photographs and/or recordings may be used with or without associating names thereto. I further acknowledge and agree to waive any claim for compensation of any kind for PHCCGA's use or publication of any photographs and/or recordings of me and/or Participant(s). All photographs and/or recordings are exclusive to PHCCGA.

6. Mediation or Arbitration. I agree that if any dispute shall arise from this Release and Waiver or my or Participant's use of and related presence on the premises of PHCCGA, I shall first engage in good faith efforts to mediate the dispute. Any agreement reached will be formalized by a written agreement at that time. **SHOULD THE ISSUE NOT BE RESOLVED BY MEDIATION, I AGREE THAT ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS RELEASE AND WAIVER OR THE USE OF OR RELATED PRESENCE ON THE PREMISES OF PHCCGA ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF GEORGIA. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE FEDERAL ARBITRATION ACT. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY ONE ARBITRATOR WHO SHALL BE A RETIRED JUDGE OF ANY STATE COURT OR FEDERAL COURT LOCATED IN THE STATE OF GEORGIA. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN ANY GEORGIA STATE COURT OF COMPETENT JURISDICTION. THE ARBITRATOR'S AWARD SHALL BE IN WRITING AND PROVIDE A WRITTEN STATEMENT OF THE ESSENTIAL FINDINGS AND CONCLUSIONS. THE ARBITRATOR SHALL NOT HAVE THE POWER TO COMMIT ANY ERROR OF LAW OR LEGAL REASONING, AND THE AWARD MAY BE VACATED OR CORRECTED ON APPEAL TO A COURT OF COMPETENT JURISDICTION FOR ANY SUCH ERROR. THIS ARBITRATION PROVISION IS SUBJECT TO THE FEDERAL ARBITRATION ACT, AND MAY BE ENFORCED IN ANY GEORGIA STATE COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF GEORGIA.**

7. Severability. I further expressly agree that this Release and Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

8. Choice of Law. This Agreement shall be interpreted and construed under and governed by the laws of the State of Georgia, without giving effect to that State's choice of laws.

9. Acknowledgement of Understanding. I have read this Release and Waiver and fully understand its terms. I understand that I am giving up substantial rights, including, without limitation, my rights, Participant's rights,

and the rights of the RELEASING PARTIES to sue for damages in the event of death, injury or loss. I acknowledge that I am signing this Release and Waiver freely and voluntarily and intend, by my signature below, that this Release and Waiver be a complete and unconditional release of the RELEASED PARTIES from all liability, including, without limitation, that due to inherent risks of the activities described herein and the ordinary negligence of the RELEASED PARTIES, to the greatest extent allowed by the laws of the State of Georgia.

10. Misrepresentation and Fraudulent Execution of This Agreement. I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS RELEASE AND WAIVER.

11. Application of this Agreement. I ACKNOWLEDGE THAT THIS RELEASE AND WAIVER WILL APPLY EACH AND EVERY TIME I OR PARTICIPANT(S) ATTEND THE PHCCGA FACILITY, USE ANY OF IT'S EQUIPMENT OR ACTIVITIES OR PARTICIPATE IN ANY OF IT'S ACTIVITIES.

12. Complete Agreement. This Release and Waiver is the entire agreement and understanding of the RELEASING PARTIES and the RELEASED PARTIES with respect to the subject matter hereof and supersedes all prior agreements and understandings regarding the subject matter hereof.

I, THE PARENT/ LEGAL GUARDIAN, ON BEHALF OF MYSELF AND THAT OF THE MINOR(S) IDENTIFIED BELOW, AS APPLICABLE, HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME OR PARTICIPANT(S) AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Waiver Valid for:

Parent or Legal Guardian Printed Name: _____ **DOB:** _____

Participant #1 Printed Name: _____ **DOB:** _____

Participant #2 Printed Name (if applicable): _____ **DOB:** _____

Participant #3 Printed Name (if applicable): _____ **DOB:** _____

Participant #4 Printed Name (if applicable): _____ **DOB:** _____

Date and Signature of Parent or Legal Guardian

Please sign here: _____ Date Signed: _____

Completed Form should be emailed to Dereck@PHCCGA.com
For questions or concerns please contact Dereck Owens
at 478-227-2958 or email Dereck@PHCCGA.com