



Flashover Simulator Participant Waiver of Liability & Hold Harmless Agreement

1. In consideration being granted the valuable privilege of participating in Flashover Survival Training, including that part of the training conducted in the flashover container (collectively, "the Training"), I hereby release, waive, discharge and covenant not to sue Dräger Safety, Inc., and the Cheatham County Firefighters' Association, as well as each of their affiliated corporations, parents, indirect parents, subsidiaries, trustees, officers, agents, insurers, attorneys, and employees ("the Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Training.
2. To the best of my knowledge and belief, I am in excellent physical health and I am not aware of any physical disability or health-related reason or problem that would preclude or restrict my participation in the Training.
3. I am fully aware of the risks and hazards connected with the Training. For example, **I KNOW THAT THE TRAINING IS EXTEREMELY DANGEROUS AND COULD LEAD TO MY DEATH OR SERIOUS INJURY.** Regardless, I hereby elect to voluntarily and fully participate in the Training. I voluntarily and unconditionally assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or to my family, or any loss of damage, to property owned by me or my family, as a result of being engaged in the Training.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- 4. I warrant and represent that I have carefully read, and that I fully understand, the document entitled *Safety Rules and Guidelines*, a copy of which is attached hereto; and that I will carefully follow and heed all its advice, directives, cautions, and warnings.

- 5. I warrant that I have all necessary health insurance coverage to pay for any medical costs that may directly or indirectly result from my participation in this activity. I agree to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney's fees that may be incurred due to my participation in the Training.

- 6. It is my express intent that this Release and Hold Harmless Agreement ("Release") shall a) bind me and my family, if I am alive; b) bind my heirs, assigns and personal representative, if I am deceased; and c) be deemed as a release, waiver, discharge and covenant not to sue the Releasees, regardless whether I am alive or dead.

IN SIGNING THIS RELEASE I INTEND TO BE LEGALLY BOUND BY ALL ITS TERMS. I acknowledge and represent that I have carefully and fully understand all the foregoing terms of this Release; that I sign it voluntarily; that no one has made any other representations, statements, or inducements, apart from the foregoing terms, to induce me to sign it; and that I am at least eighteen (18) years of age and fully competent to enter into this Agreement.

Cheatham County Firefighters' Association
P.O. Box 95 Ashland City, TN 37015

Participant Signature	Printed Name	Date
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Witness Signature	Printed Name	Date
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