

WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT

PARTIES

This Waiver, Release of Liability, Indemnification, and Assumption of Risk Agreement (hereinafter referred to as the "Agreement") is entered into between the undersigned, (hereinafter referred to as the "Participant"), and The David L. McGowan / Lorraine A. McGowan Trust (hereinafter referred to as the "Trust"), a Michigan trust that owns the properties located at 9792 SW Greenville Rd., Greenville, MI 48838 and 9501 W. Fletcher Rd., Greenville, MI 48838 (hereinafter referred to as the "Premises") where the class, training, and/or event (hereinafter referred to as the "Activity") will be conducted. This entire agreement shall be hereinafter referred to as the "Release."

PARTICIPANT STATUS AND RIGHT TO REMOVE

All participants acknowledge and understand that they are guests of the Trust and that their participation in the Activity is as an at-will guest. The Trust, along with its agents, assigns, representatives, and employees, reserves the right to enforce the removal of any participant from the premises or terminate their participation in the Activity at any time and without prior notice, if, in their sole discretion, such removal or termination is deemed necessary for the safety, well-being, orderly operation of the premises or the Activity, or for any other reason seen fit.

ACKNOWLEDGEMENT OF RISKS AND RESPONSIBILITIES

- a. The Participant acknowledges and understands that visiting and using the Premises, involves inherent risks, including but not limited to bodily injury, death, property damage, exposure to lead dust inhalation, noise, airborne materials or objects, and the actions of other visitors, users, and guests.

- b. The Participant further acknowledges and understands that it is their responsibility to abide by the rules and regulations attached to this Agreement and any additional rules or guidelines provided by the Release pertaining to the use of the Premises.

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

- a. The Participant hereby acknowledges and assumes all risks associated with their use of the Premises.

- b. In consideration of being allowed to visit and use the Premises, the Participant hereby releases, discharges, and holds harmless the Trust, its officers, agents, and employees from any and all claims, liabilities, injuries, suits, judgments, losses, damages, expenses, and demands, including attorney's fees and costs, arising from or in connection with the Participant's presence on the Premises, whether caused by the negligence of the Trust or otherwise.

- c. This release of liability extends to all claims, known or unknown, arising out of the Participant's use of the Premises.

INDEMNIFICATION

The Participant agrees to indemnify, defend, and hold harmless the Trust, its officers, agents, and employees from and against any and all claims, liabilities, suits, judgments, losses, damages, expenses, and demands, including attorney's fees and costs, arising from or in connection with the Participant's use of the Premises.

BINDING EFFECT

This Agreement shall be binding upon the Participant, their successors, assigns, heirs, executors, administrators, and any other person or entity that may have a claim based upon the Participant's personal injuries and/or property damage.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the state of Michigan.

I, the undersigned, have read and understood this Agreement and voluntarily execute it as my own free act.

Dated: _____

Participant's Full Name: _____