

ADVANCE WAIVER OF LIABILITY AND COVENANT NOT TO SUE

_____ (“PARTICIPANT”) desires to participate in certain training and other exercises to be held at the Guardian Centers of Georgia, LLC (“Guardian Centers”) facility located at 600 Perry Parkway, Perry, GA 31069 (the “Premises”) that is taking place on _____, 20__ (the “Activity”).

In consideration for being granted the opportunity to participate in the Activity and the value that PARTICIPANT will gain by participating in the Activity, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, PARTICIPANT agrees to all the terms and conditions set forth in this Advance Waiver of Liability and Covenant Not to Sue (this “Agreement”) with the understanding that Guardian Center’s is relying on PARTICIPANT’s acknowledgements and covenants under this Agreement.

Acknowledgment and Assumption of Risk

PARTICIPANT acknowledges and understands that:

1. military, disaster and other hazardous training exercises take place at the Premises,
2. the Premises are not OSHA compliant and
3. there are various hazards located on the Premises that may cause personal injury, disability or death to PARTICIPANT.

PARTICIPANT understands that although due care is exercised to protect the safety of all participants, there will be conditions and activities that are beyond the scope or knowledge of Guardian Centers, and that such conditions and activities may present their own inherent risks. PARTICIPANT understands and agrees that any equipment or facilities that PARTICIPANT uses on the Premises or during the course of the Activity is used at his/her own risk.

PARTICIPANT understands and agrees that Guardian Centers shall not be liable for any loss, damage, or injury, including death, resulting from the use or suitability of said equipment or facilities, and Guardian Centers makes no warranties of any kind regarding the Premises, the Activity, or any equipment or facilities.

PARTICIPANT is aware of the risks and dangers associated with his/her participation in the Activity. PARTICIPANT voluntarily and knowingly assumes all risks in connection with the Activity, and PARTICIPANT acknowledges that by participating in the Activity, he/she hereby agrees to accept and assume any and all risks of property damage, personal injury, disability, or death, to the fullest extent allowed by law.

Waiver of Liability, Release, and Indemnification

PARTICIPANT hereby waives and releases any and all actions, causes of actions, claims, defenses, choses in actions, disputes, damages, costs, losses, penalties, attorneys’ fees, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, or direct or indirect (collectively, the “Claims”), that PARTICIPANT and his/her heirs, representatives, estate, successors and assigns may have had, may now have, may hereafter have or may claim to have against Guardian Centers, its subsidiaries and affiliates and their respective successors, assigns, officers, equity owners, employees, agents and independent contractors (collectively, the “Releasees”) for any personal injury, illness, pain, suffering, disability, death, or financial or other loss relating to, arising out of, or attributable to PARTICIPANT engaging in the Activity or being on the Premises.

PARTICIPANT covenants not to make or bring any Claim against any Releasee, and forever releases and discharges all Releasees from liability under any Claim. This waiver and release does not extend to any Claim for gross negligence, willful misconduct, or any other liability that Georgia law does not permit to be released by agreement.

PARTICIPANT shall defend and indemnify the Releasees against any and all (1) losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, (2) costs of enforcing any right to indemnification under this Release and (3) costs of pursuing any insurance providers, in each case that are incurred by and/or awarded against any Releasee and that arise out of or result from any Claim of a third party that relates in any way to PARTICIPANT engaging in the Activity or being on the Premises.

Entire Agreement, Binding Agreement, and Execution

This Agreement constitutes the sole and entire agreement between Guardian Centers and PARTICIPANT with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

This Agreement is binding on and shall inure to the benefit of Guardian Centers and PARTICIPANT and their respective successors and assigns.

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Houston County, Georgia, and PARTICIPANT hereby consents to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, PARTICIPANT REPRESENTS AND AFFIRMS THAT HE/SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT, IS FREELY SIGNING THIS AGREEMENT AND IS VOLUNTARILY GIVING UP LEGAL RIGHTS AND REMEDIES THAT MAY OTHERWISE BE AVAILABLE TO PARTICIPANT AND HIS/HER ESTATE, INCLUDING THE RIGHT TO SUE GUARDIAN CENTERS.

CAUTION: READ BEFORE SIGNING

PARTICIPANT'S Signature: _____

PARTICIPANT'S Name Printed: _____

Date: _____

Age: _____