

# Waiver of Liability, Release Assumption of Risk & Indemnity Agreement

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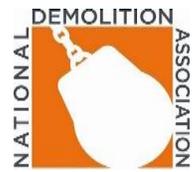
*Last updated 1.3.2023*

For and in consideration of the undersigned participant's (referred to herein as "Participant") participation with National Demolition Association, and its affiliates and its and their officers, directors, employees, contractors, and volunteers (collectively referred to together as "NDA") in and at the NDA Live DEMOLition Event™ and related activities including preconference Hands On Equipment Maintenance Course (collectively, "Activities") during the dates February 15, 2023 – February 26, 2023 Participant hereby waives, releases and relinquishes any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to Participant, arising out of attendance at or participation in the Activities and activities incidental thereto, whenever or however they occur and for such period said Activities may continue, and by this agreement any such claims, rights, and causes of action that Participant may have are hereby waived, released and relinquished, and Participant does so on behalf of Participant's heirs, executors, administrators and assigns. Participant acknowledges, understands and assumes all risks relating to Activities, and understands that Activities may involve certain risks to Participant's person including bodily injury, partial or total disability, and death, and damages which may arise therefrom and that Participant has full knowledge of said risks. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the Releasees identified below. These risks and dangers include, but are not limited to, those arising from traveling to and from the events and activities.

Participant further acknowledges that there may be risks and dangers not known to Participant or NDA or not reasonably foreseeable at this time. Participant acknowledges, understands and agrees that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Participant, Releasees, and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. Participant acknowledges, understands and assumes the risks, if any, arising from the conditions and use of any equipment at or locations for the Activities and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said equipment or areas and for the failure to warn of dangerous conditions existing with said equipment and areas, for negligent selection of certain Releasees, or negligent supervision or instruction by Releasees. Participant agrees if any claim for Participant's personal injury or wrongful death is commenced against Releasees, Participant shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for Participant's injuries, property damage or wrongful death. It is the purpose of this agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of Releasees.

"Releasees" include Carlyle ER Metro, LLC, Phoenix IG, LLC (Concord Wilshire Companies), BCS Enterprises, Inc, and affiliates, the National Demolition Association, Inc, (NDA) National Demolition Association Charitable Foundation (NDACF) and associated members and exhibitors who exhibit in the Live DEMOLition Event™, and each of their officers, directors, employees, participants, affiliates, partners, event hosts, volunteers, and other participants, sponsors, advertisers, owners and operators of the premises used to conduct any event or Activity. Participant acknowledges that Participant has been provided and has read the above paragraphs and has not relied upon any representations of NDA, is fully advised of the potential dangers of any Activities, and understands these waivers and releases are necessary to allow NDA to continue to offer Activities to Participant.

Participant has received and understands the information provided in the onsite Safety Orientation. Initial and date \_\_\_\_\_



Participant agrees to abide by the rules and safety requirements as described in the onsite Safety Orientation and the safety program. Initial and date\_\_\_\_\_

PARTICIPANT/GUARDIAN SIGNATURE: \_\_\_\_\_

PARTICIPANT PRINTED NAME: \_\_\_\_\_

Date Signed: \_\_\_\_\_