



ASSUMPTION OF RISK AND WAIVER OF LIABILITY

This ASSUMPTION OF RISK AND WAIVER OF LIABILITY (this "Agreement") is entered by and between the undersigned Participant and Brothers In Battle, LLC. Brothers In Battle, LLC, together with its owners, fire department hosts, training sponsors, event organizers, law enforcement agents, employees, instructors, volunteers, representatives, agents and assigns, are hereinafter collectively referred to as "BIB." This Agreement is made effective on the date signed by the Participant.

RECITALS

BIB is committed to offering all registered Participant safe training and skill-building of the firefighter trade. The training and skill-building is referred to hereinafter as the "Training," which is intended to help all registered Participants safely achieve their personal goals, consistent with industry standards, in a safe and respectful environment.

The Participant seeks to participate in the Training subject to the terms and conditions stated herein.

REPRESENTATIONS AND WARRANTIES

BIB is not liable or responsible to Participant for any act, error, omission, injury, loss, accident, delay, inconvenience, irregularity, or damage associated in any way with the Training.

During the course of providing the Training, BIB is not liable or responsible to Participant for any acts of nature, civil disturbance, government restrictions or acts of God or third-persons that interfere with the Participant's Training.

BIB expressly reserves the right to change the scheduling, sequencing, cancellation, modification, and/or withdrawal of any aspect of the Training for any reason whatsoever at any time whatsoever, without any duty of BIB to provide the Participant with notice or refund of registration fees.

By registering for this course, the Participant certifies that he/she:

Is at least eighteen (18) years old;

Is an active member of a legally-organized Fire Department or emergency response organization; and

Has medical insurance coverage that will provide benefits for losses and/or injuries that may arise during Training.

Participant expressly agrees that he/she is aware that the Training will include certain inherent risks and dangers, which include, but are not limited to, Hands-on skill building exercises, physically strenuous and psychologically taxing firefighter practical drills and training evolutions that may involve extreme tests of the Participant's physical and mental limits.

Participant further acknowledges and agrees that registering for the Training includes the risk of serious bodily injury; exposure to cold water, heat, fire elements, inclement weather, and other natural occurrences; misuse, failure or loss of equipment; civil disturbances and war; the forces of nature; and the risk of accident, illness, or death.

By signing this Agreement, Participant expressly certifies that he/she is familiar with the dangers, hazards, and risks incident to the Training, and accepts and clearly understands that the hazards and risks of the Training may result in personal injuries to Participant and other, including but not limited to the risks associated with wearing turnout and other firefighter gear, which such use may lead to injuries such as dehydration and heat stroke. Participant expressly certifies that he/she is physically fit and able to participate in the Training. With full knowledge of those risks, Participant hereby expressly agrees to hold BIB harmless and defend BIB against any and all liability.

Participant expressly agrees to hold BIB harmless for any damage or loss of Participant's property, tools, protective gear, turnouts, and apparatus used during Training

In consideration of being permitted to participate in any way the Training, Participant on behalf of him/herself, his/her personal representatives and heirs, hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and

indemnify BIB from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of the Training.

Participant expressly assumes each and every damage incident to his/her participation in the Training, and agrees to indemnify and hold BIB harmless against any damages or sums of money that BIB may be subject to pay in consequence of, or proximately caused by, any act or omission related in any way to the Participant's receipt of the Training.

RESERVATION OF RIGHTS REGARDING USE OF PHOTOGRAPH/VOICE/VIDEO IMAGES

The Participant expressly agrees that during all Training, the Participant shall not document or film through video recordings any Training activities, but may take still photographs, provided that the Participant's photographing of the Training does not (i) compromise the Participant's safety or the safety of others; and (ii) otherwise interfere with Training.

Subject to and notwithstanding the above, the Participant hereby grants BIB the right and permission to use, publish, retain, preserve, duplicate, and/or sell at BIB's discretion any of the Participant's photograph, voice, and/or video image for promotion of BIB and its related Training programs and organizations. Permitted usage granted by the Participant to BIB herein shall include, but not be limited to, newsletters, printed publications, radio recordings, internet and web sites, advertising, and video or audio presentations. Participant forever releases, discharges, and agrees to hold harmless BIB from any liability by virtue of any use whatsoever of said photographs or images.

NON-DISCRIMINATION STATEMENT

BIB expressly reserves the right to accept or reject any person as a Participant for any lawful reason at any time. BIB does not discriminate in its educational Training programs or activities on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender, gender identity and/or expression (including a transgender identity), sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. Unlawful discrimination has no place at BIB and offends its core values, which include a commitment to equal opportunity and inclusion. All of BIB's employees, vendors, agents, faculty members, students and community members are expected to join with and uphold this commitment.

**** READ CAREFULLY ****

Participant agrees that the provisions of this Agreement shall be effective and binding upon the Participant's heirs, executors, administrators, successors, assigns, beneficiaries, or delegates and shall inure to the benefit of BIB.

Participant certifies that he/she has read the above Agreement and confirms his/her intent to release BIB from liability for personal injury, property damage or wrongful death for any cause, including negligence.

Date: _____

SIGN: _____