

# WAIVER, RELEASE, INDEMNITY, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

## For Participants in Training Classes (“Class”)

I (printed name of participant) \_\_\_\_\_ agree to the following terms and conditions in order to participate in the Class held and instructed by Trinity Safety Training Group LLC., including **Brian Gulick, Dan Perez and Barbara Tedesco** and any other individuals utilized by TSTGRP for the Class (the “Instructors”), on and in the premises of which the Class is conducted (the “Facilities”).

### 1. Acknowledgment of Activities and Risks:

I understand that the Class includes physical training in self-defense and related activities (“Activities”). These Activities that could result in harm or injury to me and involve inherent risks, including but not limited to: serious bodily injury, permanent disability, paralysis, or death; damage to or loss of personal property; risks caused by my actions, the actions of other participants, equipment used, the training environment, or the negligence of others; risks that are unknown, unforeseeable, or beyond anyone’s control (“Risks”).

Risks which may be caused by my own actions or inactions; the actions of inactions of other participants, the equipment used, the conditions in which the Activity takes place or the negligence of Releasees as named below;

Other Risks and other social, health and economic circumstances that may create Risks that are not known to us and might be foreseeable to us at this time; and Activities that may take place in or at the Facilities or elsewhere.

I acknowledge that myself and the Releasees defined below may use goods or equipment obtained from third parties, and that the Releasees makes no warranty as to the quality, safety, construction or suitability of such goods or equipment.

I understand that the Class is physical in nature, that I and other participants in the Class will be training in self-defense, and that there are inherent dangers involved in participation in the Class, whether as result of an injury to myself or a medical condition that may be manifested or aggravated by Class activities. I acknowledge that social distancing cannot always be maintained and that exposure to communicable diseases, including COVID-19, is possible.

### 2. Condition of Facilities and Equipment:

I understand that TSTGRP may use third-party facilities (“Facilities”) and does not own, operate, or control their condition and I further acknowledge that TSTGRP makes no warranties regarding the quality, construction, or safety of equipment or Facilities.

I further acknowledge that the condition of the Facilities, and the Class activities to be performed thereon, involve both known and unknown risks that could result in the foregoing described injuries, death and/or damage and I accept that both known and unknown risks may arise from the condition of the Facilities or the equipment used.

### 3. Participant Responsibilities:

I confirm that I have had the opportunity to consult a physician regarding my health and ability to participate. I agree to act responsibly and follow all rules and Instructor directions, only engage in Activities I feel capable of performing safely, and inform Instructors of any medical or physical conditions that may affect my participation. I understand that if I do not inform the instructors of any particular physical or mental infirmity that affects me and of which I am aware, the instructors will not know of my condition and will not be in a position to alter any activities or encourage me to skip any activities.

### 4. Assumption of Risk:

I hereby knowingly and voluntarily assume all risks, both known and unknown, of injury, illness, death, property damage, or other loss resulting from participation in the Class.

### 5. Waiver and Release of Liability:

In consideration for being allowed to participate in Activities:

I agree to fully waive, release, and discharge TSTGRP, its owners, Instructors, employees, contractors, representatives, affiliates, successors, assigns, and the owners/operators of the Facilities, subsidiaries, parent companies, officers, directors, employees, agents, attorneys, representatives and their respective assigns, predecessors, and successors, and all persons acting under, by, through, or in concert with any and each of them, (collectively, the “**Releasees**”) from any and all claims or liabilities, actions, obligations, costs, expenses, losses, suits, debts, rights, damages and benefits of whatever character, in law or in equity, known or unknown, suspected or unsuspected, of any nature whatsoever (“**Claims**”) whether for any personal injury, physical and mental, death and property damage associated with my participation in Activities. I further agree to defend, indemnify, and hold harmless Releasees from any and all Claims arising from my participation in Activities.

**6. Medical Treatment and Emergency Care:**

I consent to emergency medical care if deemed necessary by Releasees for any liability arising from their decision to provide me with, or call upon others to provide me with, emergency medical treatment and/or transportation. I knowingly and freely assume and accept all risks associated with my participation in the Activities, whether caused by the negligence of the Releasees or others. I am voluntarily participating in the Activities with knowledge of the dangers involved.

**7. Photography and Media Consent:**

I understand that photographs and/or video may be taken during Activities and I grant Releasees the right to use my name, image, likeness, and voice for training, promotional, or other lawful purposes, without compensation or further approval.

**8. Governing Law and Enforceability:**

This Agreement is governed by the laws of the State of Tennessee. Any legal action must be brought exclusively in the courts of Montgomery County, Tennessee. If any portion of this Agreement is found invalid, the remaining provisions shall remain in effect. This Agreement is binding upon my heirs, executors, administrators, personal representatives, and assigns.

**9. Entire Agreement:**

This document constitutes the entire agreement between Participant and Releasees regarding the subject matter and supersedes all prior discussions or agreements.

**10. Participant Statement:**

I am of legal age and competent to sign this Agreement.

I fully understand its terms and the rights I am waiving.

I am signing freely and voluntarily.

I (printed name of participant): \_\_\_\_\_ have produced the following form of identification **AND CERTIFY THAT THE INFORMATION ON IT IS CORRECT.**

TN Driver’s License  Other # \_\_\_\_\_ Participant

Participant Signature: \_\_\_\_\_

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

Emergency Contact Name & Phone: \_\_\_\_\_

**⚠ NOTICE TO PARTICIPANT: By signing this Agreement, you are giving up substantial legal rights, including the right to sue for injuries or damages. Please read carefully before signing.**