



International Training

GENERAL LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

Directions: Please read carefully, fill in all blanks and initial each paragraph before signing at bottom.

For Non-SCUBA Courses Only

For _____ (specify course) training program under sanction through International Training.

I, _____, hereby affirm that I have been advised and thoroughly informed of the inherent hazards of service technician activities and participation in service technician courses.

- _____ Further, I understand that working with pressurized cylinders, cleaning chemicals, sharp tools, fill stations and compressor systems involves certain inherent risks including, but not limited to, bodily injury, chemical burns, cuts, blunt trauma and back injury. Such injuries can occur that require treatment by a trained medical professional or medical facility. I further understand that these courses can be at remote sites, and isolated by time and distance, from such trained medical professional or medical facility. I still choose to proceed with such courses in spite of the absence of a trained medical professional or medical facility in proximity to the training location.
- _____ I understand and agree that neither the instructor _____, nor any of the respective employees, officers, agents or assigns of _____, or International Training. (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my estate, family, heirs, or assigns that may occur as a result of my participation in this activity or as a result of the negligence of any party, including the Released Parties, whether passive or active.
- _____ In consideration of being allowed to participate in this activity I hereby personally assume all risks in connection with said activity, for any harm, injury, death or damage that may befall me while I am a participant including all risks connected therewith, whether foreseen or unforeseen.
- _____ I further agree to save, defend, indemnify, and hold harmless said Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation including claims arising during this activity even if such claims may be groundless, false or fraudulent.
- _____ I also understand that service technician, cylinder inspection, and gas blending activities are physically strenuous and that I will be exerting myself and that if I am injured as a result of exertion, heart attack, panic, etc. that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said Released Parties for any such injuries incurred by me.
- _____ I understand that I may be required to furnish some of my own equipment and that I am responsible for its operating condition and maintenance.
- _____ I understand that I may be supplied with certain items of service equipment and that I am responsible for reviewing its proper function and operating condition prior to using it.
- _____ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.
- _____ I am aware of the required certification level and/or experience necessary and recommended to enroll in this activity and I stipulate that I meet requirements for prior certification or equivalent experience.
- _____ I agree that all terms of and any disputes relating to this agreement shall be governed by the laws of the State of Florida, USA.
- _____ I agree that if I choose to breach this agreement by bringing a lawsuit or other claim for damages or injunctive relief of any kind, that the U.S. District Court for the Southern District of Florida shall have exclusive jurisdiction over any such matter. I further agree that I waive any right I may have to a trial by jury and any claim shall be brought no later than one (1) year from the date of accident, incident or occurrence upon which the lawsuit or other claim for relief is brought.
- _____ I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE MY INSTRUCTORS, ASSISTANTS, _____ THE BUSINESS, _____, AND ALL OTHER RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

No alterations, changes, omissions or revisions may be made.

Signature of Student/Participant _____ Date: _____ / _____ / _____
Day / Month / Year

Signatures of Parents or Guardians (where applicable) _____ Date: _____ / _____ / _____
Day / Month / Year

Witness Signature _____ Date: _____ / _____ / _____
Day / Month / Year

v0916