

Release of Liability and Assumption of Risk Agreement

WARNING: THIS IS A LEGALLY BINDING AGREEMENT THAT INCLUDES A RELEASE OF LIABILITY AND ASSUMPTION OF RISKS.

In consideration of my participation in the training program for work at height, industrial rope access, and fall protection and program-related activities conducted by Elevated Safety, LLC, an Illinois limited liability company, at the _____ (“Location”), I _____ agree as follows:

1. I agree that the following people, persons, entities, and parties are intentionally and specifically covered by this Release of Liability and Assumption of Risk Agreement and shall now be referred to individually and collectively as the “Released Entities”: Elevated Safety, LLC and Location; including all of their members, officers, directors, employees, agents, and independent contractors.
2. Assumption and Acknowledgement of Risk. I affirm and acknowledge that I am fully informed of the inherent risks and hazards associated with participation in the training program for work at height, industrial rope access, and fall protection and program-related activities conducted by Elevated Safety, LLC, at Location (the “Training Program”). These INHERENT RISKS AND HAZARDS include, but are not limited to, the following:
 - a. Injury or death resulting from failure or malfunction of my equipment, another participant’s equipment, or equipment provided by the Released Entities, including but not limited to the failure or malfunction of ropes, harnesses, platforms, or landing surface.
 - b. Injury or death resulting from slips, trips, or falls sustained or from the physical demands associated with participation in the Training Program.
 - c. Injury or death resulting from other participants falling on me or other contact with program participants.
 - d. Injury or death resulting from improperly tied knots or the use of improper rope techniques.
 - e. Injury or death resulting from my negligence or the negligence of other program participants, visitors, persons who may be visiting the Released Entities, or the designers, manufacturers, or installers of the equipment or Training Program facility.
 - f. Injury or death resulting from the negligence or lack of adequate training of the Released Entities.

I am aware and understand that any injury described above may be severe or permanent and may result in physical impairment or death. I understand that these are only examples of potential hazards and injuries that may arise from my participation in the Training Program. I freely and personally ASSUME ALL RESPONSIBILITY for all risks, whether foreseen or unforeseen, in connection with my participation in the Training Program, and I will be SOLELY RESPONSBLE for any loss or damage I sustain, including personal injuries to me, damage to my property, and damage arising out of my death.

3. Release and Promise Not to Sue. I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me or on my behalf, hereby knowingly, intentionally, and voluntarily PROMISE NOT TO SUE, RELEASE FROM ALL LIABILITY, AND DISCHARGE the Released Entities or any participant, visitor, or person present at the Training Program for any damage, injury, paralysis, loss, or death arising out of or in connection with my participation in the Training Program whether such damage, injury, paralysis, loss, or death results from negligence of the Released Entities or any participant, visitor, or person present at the Training Program or from some other cause. It is my express purpose to bind myself and my family, heirs, successors, assigns, and anyone claiming any interest through me or on my behalf.

I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me or on my behalf, also knowingly, intentionally, and voluntarily PROMISE NOT TO SUE, RELEASE FROM ALL LIABILITY, AND DISCHARGE the designers, manufacturers, or installers of the equipment or Training Program facility for any damage, injury, paralysis, loss, or death arising out of or in connection with my participation in the Training Program whether such damage, injury, paralysis, loss, or death results from negligence of the designers, manufacturers, or installers of the equipment or Training Program facility

Initials _____

or from some other cause. It is my express purpose to bind myself and my family, heirs, successors, assigns, and anyone claiming any interest through me or on my behalf.

4. Indemnification. I understand and explicitly agree on behalf of myself, my family, heirs, successors, assigns, or anyone claiming an interest through me or on my behalf to indemnify and hold harmless the persons RELEASED and DISCHARGED by me from any loss, liability, damages, or cost, including reasonable attorney's fees, that they may incur due to the presence of any claims or actions brought or threatened by me or by my family, heirs, successors, assigns, or anyone claiming any interest through me or on my behalf arising out of or in connection with my participation in the Training Program.
5. Rules and Instructions. I acknowledge that I have access to and understand the posted rules of the Training Program facility, and I agree to FOLLOW ALL RULES of the facility and to COMPLY WITH THE INSTRUCTIONS of the Training Program instructors.
6. I understand that this is a contractual agreement and not a mere recital and that I have signed this waiver voluntarily and of my own free will.
7. I agree that if any provision of this agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or against public policy, only those portions of this agreement held to be invalid, unenforceable, or against public policy shall be stricken, and all other provisions shall remain in full force and effect.
8. I understand that the descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.
9. I agree that this agreement shall be interpreted under the laws of the State of Illinois, without reference to its conflicts of law provisions. I further agree that any dispute regarding this agreement shall be brought in the courts in Cook County, Illinois, and that I waive any argument of forum non conveniens.
10. I have read and understand this waiver, liability release, and express assumption of the risk and agree to be bound by its terms and conditions. No oral representations or statements or inducements have been made to me that modify anything within the written agreement.

Signature of Participant _____ Today's Date _____

Print Name _____

Address _____ Date of Birth _____

City, State, Zip _____ Your Phone _____

Emergency Contact _____ Contact Phone _____

Initials _____