

AGREEMENT & WAIVER
MAAC TRAINING PROGRAM

PLEASE READ THIS AGREEMENT & WAIVER (“AGREEMENT”) CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY SIGNING BELOW, YOU (ON BEHALF OF YOURSELF OR YOUR DESCENDANTS, HEIRS PERSONAL REPRESENTATIVES, TRUSTEES, SUCCESSORS ASSIGNS, AND ANY PERSON OR ENTITY WHO COULD CLAIM ON YOUR BEHALF OR THE BEHALF OF YOUR ESTATE) ACKNOWLEDGE, AGREE, AND REPRESENT THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THIS AGREEMENT AND IN EXCHANGE FOR PERMISSION FOR YOU TO PARTICIPATE IN THE PROGRAM, AGREE TO THE FOLLOWING TERMS AND CONDITIONS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT.

You are registered to participate in an emergency services training program (the “Program”) provided by or on behalf of the MAAC Foundation, Inc., an Indiana not-for-profit corporation. This Agreement is made by the undersigned in favor of MAAC Foundation, Inc. and its directors, officers, members, managers, agents, employees, independent contractors, assigns, affiliates, representatives, and successors (collectively referred to as “MAAC”). In consideration for the privilege of participating in the Program provided by or on behalf of MAAC, the adequacy and sufficiency of which are hereby expressly acknowledged, the undersigned on behalf of yourself your descendants, heirs, personal representatives, executors, trustees, successors, assigns and any person or entity who could claim on your behalf or the behalf of your estate, agrees and acknowledges as follows:

RISKS OF PARTICIPATION. You acknowledge that the Program (1) will be a test of a person’s physical and mental limits; (2) carries with it the potential for property loss, injury, death, and other inherent risks; and (3) is conducted in a venue that may be open to the public during such events. The Program is sponsored, promoted, organized, arranged, and/or hosted by MAAC.

YOUR CONDITION. You attest and verify that: (i) unless indicated below, you are over 18 years of age and are legally signing on behalf of yourself; (ii) you are free from all illnesses, injuries and defects that could interfere with your safe participation in the Program and you have not been advised against participation by a qualified health professional; (iii) you are physically fit and sufficiently trained to participate in all activities associated with the Program; and (iv) you acknowledge that you, as a participant, are aware and informed of the inherent risks in participating in the Program and that your participation in the Program is voluntary.

ASSUMPTION OF RISK. You hereby assume the risks, both known and unknown, arising out of participation in the Program including, but not limited to, property loss, injury, and death caused, or alleged to be caused, by the Program, whether caused by the negligence of MAAC or otherwise, including your own actions or inactions, falls, injuries, illnesses, infections, contact with other participants, and defective equipment. You further agree that if at any time you believe the Program to be unsafe, you will immediately discontinue participation and will alert a MAAC representative, agent, or volunteer of the unsafe condition or hazard.

RELEASE OF LIABILITY AND INDEMNIFICATION. On behalf of yourself, your descendants, heirs, personal representatives, executors, trustees, successors, assigns and any person or entity who could claim on your behalf or the behalf of your estate, YOU HEREBY AGREE TO WAIVE, RELEASE, AND DISCHARGE MAAC FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR LIABILITIES ARISING FROM PERSONAL INJURY, DISABILITY, DEATH, PROPERTY DAMAGE, THEFT, DAMAGE OR ECONOMIC LOSSES WHICH ARE RELATED TO YOUR PARTICIPATION IN THE PROGRAM, AS SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF MAAC OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER RELATED PERSON OR ENTITY. On behalf of yourself, your descendants, heirs, personal representatives, executors, trustees, successors, assigns and any person or entity who could claim on your behalf or the behalf of your estate, you hereby agree to indemnify and hold harmless MAAC or any other related Person or Entity from any loss, liability, damage, or cost they may incur arising out of or related to the Program whether caused by the negligence of MAAC or otherwise.

COMPLIANCE WITH RULES AND LAWS. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by MAAC through its employees, representatives, agents, or volunteers. You hereby understand that this training is conducted according to the NFPA Standards or Industry Best Practices and will abide by all site safety rules.

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CONSENT TO MEDICAL TREATMENT. You consent to the administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Program and hereby release and indemnify MAAC or any other related Person or Entity from any and all liability or claims arising out of such treatment and/or services. You further consent and agree to obtain, furnish and allow, if required, the use and disclosure of your personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers in connection to such information or services.

INTERPRETATION AND SEVERABILITY. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana and if any portion hereof is held invalid, the undersigned agrees that the balance shall continue in full force and effect

By signing below, you understand fully the inherent risks of participating in the Program and assert that you are willingly and voluntarily participating in the Program. You have read this Agreement and acknowledge that 1) you know the nature of the Program; 2) you understand the demands of the Program relative to your physical condition; and 3) you appreciate the potential impact of the types of injuries that may result from Program. You hereby assert that you knowingly assume all of the inherent risks of the Program and take full responsibility for any and all claims for damages, liabilities, losses, or expenses that you may incur as a result of the alleged negligent acts of MAAC, or otherwise.

___ Check here if you agree to all the conditions outlined above.

Participant Name (Print): _____

Participant Signature: _____

Organization/Agency: _____

Date: _____

Email: _____

Phone: _____

Emergency Contact Name (required): _____

Emergency Contact Phone (required): _____