



A-Train Performance LLC Volunteer Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY, THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING A-TRAIN PERFORMANCE LLC FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE

Acknowledgement of Volunteer Status

As a volunteer, I acknowledge and agree I am in no way, shape or form an employee of A-Train Performance LLC. I acknowledge and agree that I will not receive any compensation or benefit for my participation in volunteer Programs, nor will I be eligible for any coverage under the Workers Compensation laws of Missouri.

Assumption of Risk

I acknowledge and agree that any use of A-Train Performance LLC facilities, services, equipment and premises ("Facilities") and any participation in A-Train Performance LLC programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that A-Train Performance, its trainers, employees, volunteers, insurers and representatives ("Releases") will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents or guests, including minors, however occurring including, but not limited to the negligence of Releases. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or death sustained from the use of Facilities and participation in Programs.



I further agree, on behalf of myself, and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releases from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any all legal successors and proxies may have, now or in the future, against Releases on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releases.

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releases from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

Signature: _____

Date: ____ / ____ / ____

Print Name: _____