



MRCA Certified Roofing Torch Applicator (CERTA) Training and Hold Harmless Agreement



This Training and Hold Harmless Agreement (this "Agreement") is made effective on the date of training by and between The Midwest Roofing Contractors Association and its Authorized Trainers (collectively, the MRCA - CERTA Trainer) and the MRCA Certified Roofing Torch Applicator trainee (defined as any class participant duly registered in the final class Roster, also known as the CERTA Trainee).

WHEREAS the CERTA Trainee desires to receive instruction in the MRCA's Certified Roofing Torch Applicator Video Conference Based Training Program the Trainee agrees hold harmless the MRCA and the CERTA Trainer from any claims and/or litigation arising out of the Trainers actions in connection with MRCA Certified Roofing Torch Applicator program. NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the CERTA Trainer and the CERTA Trainee hereby agree as follows:

TERMS

- 1. Training:** The CERTA Trainer will provide subject matter training in accordance with the Certified Roofing Torch Applicator program published by the National Roofing Contractors Association (MRCA) in the MRCA's student manuals and videos and demonstrations by the CERTA Trainer.
- 2. Hold Harmless.** the CERTA Trainee shall fully defend, indemnify, and hold harmless The CERTA Authorized Trainer from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the CERTA Trainee its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to The CERTA Trainer for all legal fees, expenses, and costs incurred by it.
- 3. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
- 4. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 5. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- 6. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
- 7. Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Ohio law. If any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Ohio law.
- 8. Applicable Law.** This Agreement shall be governed exclusively by the laws of Ohio, without regard to conflict of law provisions.
- 9. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Ohio. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.