

Ride and Decide - Waiver of Claims and Release of Liability

This Waiver of Claims and Release of Liability is hereby granted by the undersigned Releasor, for themselves and on behalf of their minor child, to the Tennessee Association of Plumbing Heating and Cooling Contractors, Inc. ("TAPHCC"), and each of its officers, directors, employees, representatives, chapters, affiliates, attorneys, insurers, members, participants, predecessors and assigns and any and all customers or clients of same (hereinafter, the "Releasees"). Recognizing that while the chance of injury is remote, the work of plumbing and heating contractors can involve a risk of injury, but nevertheless desiring participate in the *Ride and Decide* program, and in consideration of such participation, Releasor hereby knowingly and voluntarily grants to Releasees this release of liability and waiver any and all rights, claims or causes of action of any kind whatsoever arising out of participation in the *Ride and Decide* program, and do hereby release and forever discharge Releasees for any physical, bodily, or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that Releasor might suffer as a direct result of my participation in the *Ride and Decide* program, including traveling to and from any program related site or event.

The minor child participant is voluntarily participating in the aforementioned *Ride and Decide* program, and such participation is undertaken at the participant's sole risk. Releasor is aware of the risks associated with traveling to and from as well as participating in this ride along and observe activity, which risks may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the work environment or program activity location(s). Nonetheless, Releasor assumes all related risks, both known or unknown, arising from or relating to participation in this program

Releasor agrees to indemnify, defend, and hold harmless Releasees from and against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Releasor or anyone on Releasor's behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by Releasor me or by anyone else acting on my behalf. If Releasees incur any of these types of expenses, Releasor(s) agree to reimburse the Releasees for same.

Releasor acknowledges that TAPHCC and its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of TAPHCC.

In the event that any provision contained within the Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

I HAVE READ THE FOREGOING WAIVER OF CLAIMS AND RELEASE OF LIABILITY, AND UNDERSTAND THAT BY EXECUTING THIS DOCUMENT, I AM WAIVING LEGAL RIGHTS WHICH MIGHT OTHERWISE INURE TO MY BENEFIT, AND ASSUMING OBLIGATIONS TOWARD THE RELEASEES IN THE EVENT OF A CLAIM.

Participant Releasor's Name: _____

Parent/Guardian Releasor's Name: _____

Signature: _____ Date: _____