

**TRIM-TEX, INC.**

**RELEASE AND ASSUMPTION OF RISK AGREEMENT**

In consideration of being allowed to enter the premises and/or participate in training classes, and/or use the facilities, equipment or other property, of TRIM-TEX, INC. (together with its respective officers, directors, agents, employees, associates, insurers, affiliated companies, subcontractors and landlords, individually, a "Trim-Tex Party" and collectively, the "Trim-Tex Parties"), by my signature below, I acknowledge, covenant and agree as follows:

1. I am voluntarily agreeing to enter the premises and/or participate in training classes, and/or use the facilities, equipment and other property, of the Trim-Tex Parties with the full knowledge of the hazards and risks involved.

2. I, on my own behalf, and on behalf of my heirs, assignees, administrators, executors and employer, expressly agree to assume all risk of injury, loss or death (whether known or unknown) and hereby waive, release and discharge each of the Trim-Tex Parties from any and all claims of liability or loss, including to the maximum extent permitted by law any negligent or reckless acts or omissions made by any Trim-Tex Party or any other party, whether known or unknown, contingent or fixed, whether based in contract, equity, tort, negligence, intentional tort, warranty (express or implied), strict liability, fraud, consumer fraud, criminal law, by statute, or other legal or equitable theory, even though such liability or loss may arise out of negligence or carelessness on the part of any Trim-Tex Party or any other party.

3. I, on my own behalf and on behalf of my employer, hereby agree to indemnify, defend and hold harmless each of the Trim-Tex Parties from and against any and all, direct or indirect, claims, losses, costs, liabilities (including any insurer's right to subrogation), damages and expenses (including reasonable attorneys' fees and costs), arising from, in connection with or relating to (i) my presence at the premises and/or participation in training classes, and/or use of the facilities, equipment or other property, of the Trim-Tex Parties, (ii) any and all liability for personal injury, death, or property damage, arising out of, resulting from or in any way related to the foregoing or (iii) any claim, demand, action, suit, proceeding or judgment of any kind relating to any of the foregoing.

4. I hereby represent and warrant that I have carefully read and fully understand all of the terms of this Agreement, as well as the legal consequences of this Agreement, and agree to be bound by all terms contained in this Agreement. I further represent and warrant that I have the legal capacity and authority to sign this Agreement on my own behalf and on behalf of my employer. This Agreement shall also be for the benefit of the successors and assigns of the Trim-Tex Parties.

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Employer Name (please print):

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Participant's Name (please print):

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Signature:

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Date:

Thank you for your interest in the Trim-Tex Bead Basics & Drywall Art Training Program.

For each participant in the program, the following must be submitted prior to participation:

1. Registration Form.
2. Release and Assumption of Risk Agreement (“Release Agreement”).
3. A signed copy of this letter.
4. A Certificate of Insurance for workers’ compensation coverage.

Please sign below to indicate your agreement to the Release Agreement and participants’ authority to sign it. This also confirms the accuracy and authenticity of the Certificate of Insurance.

Trim-Tex, Inc.

By: \_\_\_\_\_

Company:

\_\_\_\_\_  
Name

\_\_\_\_\_  
By: