

WAIVER and RELEASE of LIABILITY



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TRAINING INSTITUTE

1. Waiver (ALICE & RAIDER)

This Waiver and Release of Liability (the "Waiver") is a legally binding agreement and governs participation in any training course offered by the ALICE Training Institute, LLC (the "Course"), its officers, directors, partners, agents, employees and members with its principle place of business at 3593 Medina Road #320, Medina, OH 44256 ("ATI") and you as an individual or any legal entity for which you are accepting this Waiver ("You" or "Your").

1.1. Accepting on Behalf of Another. If you are accepting this Waiver on behalf of another person or persons, company or other legal entity ("You" or "Your"), you represent and warrant that you have full authority to bind each person, company, or legal entity to this Waiver. You may not participate in the Course if you do not have such authority or do not agree to this Waiver.

1.2 How to Agree. You may agree to this Waiver by (i) completing the online registration process, or (ii) by accepting this Waiver in writing, or (iii) by participating in the Course once you have been notified of this Waiver, whether oral or written.

2. **Assumptions of Risk.** You acknowledge and agree that:

2.1 No Compulsion. The Course, though beneficial is not a necessity. You are under no physical or economic compulsion to engage in this particular Course or to sign this Waiver.

2.2 Responsible for Fitness & Safety. It is Your sole responsibility to determine if You are sufficiently fit and healthy enough to participate in the Course and that You are responsible for Your own safety and well-being at all times and under all circumstances while participating in the Course. You may refuse to participate at any time.

2.3 Danger. The Course may include training with simulated (airsoft) or live ammunition (RAIDER Course only) which is inherently dangerous. Risks may include but are not limited to physical or psychological injury, pain, suffering, disfigurement, temporary or permanent disability, economic or emotional loss, and/or death. The Released Parties (defined herein) will use its best efforts to provide a reasonably safe environment. However, it is impossible to create an absolutely safe environment. You hereby voluntarily assume those risks.

2.4 Medical Assistance. Any Released Party may, but has no duty, to provide You medical assistance, transportation or emergency medical services. You agree to be solely responsible for all medical expenses incurred during participation in Course.

Print Your Name _____

Your Signature _____

Date _____

2.5 Transportation. Transportation, if provided by anyone, is solely a convenience and not part of the Course.

2.6 Use of Image. You hereby allow ATI to use, for any lawful purpose, any voice reproduction, photograph, or other video likeness of You made or taken in connection with the Course and release any and all claims for libel, invasion of privacy, or violation of the right of publicity. *Law Enforcement Officers can request anonymity (no facial depictions).*

3. Indemnify and Hold Harmless

As a condition of your participation in the Course, You hereby Release, Waive, Discharge and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless ATI, and, if applicable, the following parties: the National Association of School Resource Officers Inc., the host, any Course sponsor, all instructors, all participants executing this Waiver, the facility, venue and property owners or operators upon which the Course takes place; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually, and Collectively, the "Released Parties" with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s) of action, damage(s), loss or expenses (including court cost and reasonable attorney fees of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to Your participation in the Course, including claims for Liability caused in whole or in part by negligent acts or omissions of Released Parties. You further agree that if, despite this Waiver, or if anyone on Your behalf, makes a claim for Liability against any of the Released Parties, You will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim. As a condition of Your participation in the Course, ATI may be subject to liability and responsibility for injuries sustained by You that are the direct and proximate result of the negligent act or omission of ATI. All claims for negligence shall be determined by application of Ohio law and shall include any and all defenses permitted under Ohio law as well as Ohio law as to contributory negligence and apportionment of damages based upon such contributory negligence between negligent parties to an injury. ATI represents that it maintains liability insurance to cover such liability and damages. You will be responsible for and release ATI from liability for injury sustained by You as a result of your sole negligence or omission that involves no fault on ATI's part.

4. Severability

This Waiver shall be construed and enforced in accordance with the laws of the State of Ohio. You expressly agree that this Waiver is intended to be as broad and inclusive as permitted and that if any portion is held invalid, the remainder shall continue in full legal force and effect.

IN WITNESS WHEREOF, You have read this Waiver and You are signing it freely and on behalf of Your executors, administrators, heirs, next of kin, successors and assigns. No other representations concerning the legal effect of this Waiver have been made to me.