

Release, Waiver of Liability & Indemnity Agreement

The undersigned (hereinafter referred to as "Visitor"), being of legal age, desires to enter upon the premises known as the Bedford Area Fire Training Center located at 1050 Orange St., Bedford, VA 24523 (hereinafter referred to as "The Training Center"), and/or to receive rentals, tours, training or instruction from the agents or employees of The Training Center, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or engaging in rental or training activities, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement. Visitor acknowledges that The Training Center is operated in part by the Town of Bedford, Virginia and the County of Bedford, Virginia, and that for purposes of this Agreement, references to "The Training Center" herein shall be construed to include the Town and County to any and all rights of indemnification and liability protections conferred hereby.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES OF THE TRAINING CENTER AND/OR TO RENT, TOUR, RECEIVE TRAINING OR INSTRUCTION FROM THE AGENTS OR EMPLOYEES OF THE TRAINING CENTER, VISITOR KNOWINGLY AND EXPRESSLY WAIVES VISITOR'S RIGHTS TO SUE THE TRAINING CENTER, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO VISITOR OR TO VISITOR'S PROPERTY. VISITOR AGREES TO ASSUME ALL RISKS INHERENT IN VISITING THE TRAINING CENTER, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO VISITOR OR TO VISITOR'S PROPERTY. VISITOR ACKNOWLEDGES THAT VISITOR HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF ACTIVITIES AT THE TRAINING CENTER, INCLUDING (i) THE PROPENSITY OF OTHER PARTICIPANTS TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iii) COLLISIONS WITH OTHER PERSONS OR OBJECTS; AND VISITOR EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND HAS A FULL APPRECIATION OF THE TYPE AND SEVERITY OF THE RISK, AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS.

THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO VISITOR AND TO ANY AND ALL GUESTS OF THE VISITOR, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA LIABILITY ACTS. IF VISITOR IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY VISITOR'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND VISITOR'S RIGHTS TO SUE THE

PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND VISITOR, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF PARTICIPATING OR RENTAL, AND (iii) TO INDEMNIFY AND HOLD THE TRAINING CENTER, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY VISITOR (OR VISITOR'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY THE TRAINING CENTER, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY OR RENTAL, AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY OR RENTAL, WHICH 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 TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY. FURTHER, I AGREE TO INDEMNIFY THE TRAINING CENTER IF I CAUSE MY OWN INJURY OR THE INJURY OF ANOTHER.

VISITOR PRINTED NAME: _____

VISITOR SIGNATURE: _____

DATE: _____

By signing this Release, Waiver of Liability & Indemnity Agreement, Visitor and/or Guest acknowledge that they have read, understood, and agreed to the above Form.