



## WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS

### **WAIVER OF LIABILITY**

In consideration of being permitted to use the property, tools, equipment and services of Skidmark Garage, LLC (SKIDMARK) I, for myself, heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue SKIDMARK, its members and agents from any and all claims or demands including negligence resulting in personal injury or property loss arising from, but not limited to, participation in activities, classes, observation, and use of tools and equipment belonging to SKIDMARK, its members or agents.

### **ASSUMPTION OF RISKS**

Garage activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Garage equipment, both stationary and hand tools, carry inherent dangers of use. Additionally, some persons have allergic reactions to the oils, grease, epoxies, and coolants. Welding machines use extreme heat and electricity, and produce fumes and gasses. Direct viewing of the welding process without a welding helmet will severely and permanently damage the eyes. Paint from spray paint cans produce fumes.

The specific risks vary from activity to activity, but the risks range from minor injuries such as abrasions, bruises, burns, scratches, or cuts, to major injuries such as allergic reactions, eye injury or loss of sight, hearing impairment, wounds or severed fingers.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in garage activities at SKIDMARK. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

### **INDEMNIFICATION AND HOLD HARMLESS**

I also agree to indemnify and hold SKIDMARK harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in classes taught by SKIDMARK or any other activities at SKIDMARK.

### **SEVERABILITY**

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

### **ACKNOWLEDGEMENT OF UNDERSTANDING**

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand their terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. **I have also received, read and understand the SKIDMARK Rules document.**

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_