



## RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT

This document affects your legal rights. Read BOTH PAGES carefully before signing.

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in the following activity (hereinafter referred to as “the Activity”), which is organized by AmeriMed CPR Training, Inc. (**check all that apply**):

- CPR certification       FIRST AID Certification       PREVENTIVE HEALTH PRACTICES certification  
 ACLS certification       PALS certification

I understand that:

- The Activity requires the inherent performance of physical skills that may be arduous and / or hazardous, and I may be exposed to hazards, including, but not limited to, some of the following (depending on the nature of the Activity): wrist injuries, back injuries, falls, mouth injuries, contact with manikins, CPR & first aid supplies that may contain latex, or other allergenic materials, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, and negligence of others;
- I must advise my instructor of any physical limitations;
- I understand that passing a skills test is a certification requirement, and that my physical limitations may prohibit my receipt of a certificate;
- As a consequence of these risks, I may be hurt or disabled from the resulting injuries;
- AmeriMed CPR Training, Inc. assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur as a result.

**In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.**

2. **ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity. I also understand that any equipment that I use during the Activity I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. **RELEASE OF LIABILITY:** I hereby RELEASE AmeriMed CPR Training, Inc., its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

4. **INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees that they incur because of any such claims made against them.

5. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

6. **INDEPENDENT CONTRACTORS:** I acknowledge that AmeriMed CPR Training, Inc, has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

7. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by California law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

If participant is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ (Relationship): \_\_\_\_\_