

Disaster Medical Solutions, LLC
ADVANCED WAIVER OF LIABILITY AND COVENANT NOT TO SUE

(“INSTRUCTOR”) desires to participate in the training exercises to be held at the facilities of, Crisis City ▪ 5100 Englund Road, Lindsborg, Kansas 67456 ▪ 785-452-9838 ▪ hosted by Kansas Office of the State Fire Marshal Emergency Response Division ▪ course delivered by Disaster Medical Solutions, LLC (DMS), that are taking place on or about **August 6 – 9, 2024** (the “Activity”). As used herein, the term **DMS** means Disaster Medical Solutions, LLC a Florida limited liability company, and each of their respective direct and indirect parent and subsidiary companies, together with all of their respective officers, directors, members, managers, employees, affiliates, advisors, partners, direct and indirect equity owners and independent contractors, and each of their respective successors and assigns.

Acknowledgment and Assumption of Risk

INSTRUCTOR understands that there are substantial risks of property damage, personal injury and death related to this Activity, INSTRUCTOR understands that many aspects of the Activity are inherently dangerous including, without limitation, aspects of the Activity that may involve some or all of the following: fire, smoke, climbing, demolition, environmental hazards, chaotic simulations and simulated rescues under stressful conditions. INSTRUCTOR understands there will be additional conditions and activities that are beyond the scope of the current Activity or the current knowledge of DMS, and that such conditions and activities may present their own inherent risks. INSTRUCTOR understands and agrees that any equipment or facilities that INSTRUCTOR may use during the course of the Activity including, without limitation, any such equipment or facilities that are provided by any of the DMS Parties, are used at INSTRUCTOR’S own risk. INSTRUCTOR understands and agrees that the DMS Parties shall not be liable for any loss, damage, or injury, including, without limitation, death, incurred by INSTRUCTOR resulting from the use, misuse, failure or unsuitability of said equipment or facilities, and the DMS Parties do not make any warranties or representations of any kind regarding said equipment or facilities.

INSTRUCTOR is aware of the risks and dangers associated with INSTRUCTOR’S participation in the Activity. INSTRUCTOR hereby voluntarily and knowingly assumes all risks in connection with this Activity, and INSTRUCTOR acknowledges that by participating in the Activity, INSTRUCTOR hereby agrees to accept and assume any and all risks of property damage, personal injury, or death to the fullest extent allowed by law, including, without limitation, property damage, personal injury or death that may be caused by the negligence of one or more of the DMS Parties. INSTRUCTOR states they are currently covered and providing personal liability, injury, and accidental death insurance protection policy at their own cost, while acting as independent contractors for this event.

Waiver of Liability, Release, and Indemnification

In consideration for being granted the opportunity to participate in the Activity, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, INSTRUCTOR irrevocably and unconditionally agrees to forever:

- a. **Waive** any and all Claims of or on behalf of INSTRUCTOR and INSTRUCTOR’S heirs against all DMS Parties for any injury, illness, death, or other cost, damage or loss that may result directly or indirectly from INSTRUCTOR’S participation in the Activity. This waiver includes any and all Claims (as defined below) for INSTRUCTOR’S death, disability, illness, personal injury, property damages, property theft, and/or Claims of any nature that may hereafter accrue, directly or indirectly, to INSTRUCTOR or to INSTRUCTOR’S estate, heirs, legal representatives, successors or assigns, or to anyone that may claim by, through or on behalf of INSTRUCTOR, as a direct or indirect result of participation in the Activity, including, without limitation, Claims that may be made directly by INSTRUCTOR or indirectly on INSTRUCTOR’S behalf. INSTRUCTOR agrees that this waiver is an enforceable covenant not to sue.
- b. **Release** all DMS Parties from any and all Claims whatsoever arising out of or related to any loss, damage, injury, illness, disability, death, or costs that may be incurred by INSTRUCTOR due to INSTRUCTOR’S participation in the Activity, whether or not such loss, damage, injury, illness, disability, death, or cost was caused by the negligence of a person or entity, including, without limitation, by one or more of the DMS Parties.
- c. **Indemnify, save, and hold harmless** all DMS Parties from and against any and all Claims, liabilities, losses, costs, damages, and expenses, including, without limitation, medical costs, court costs and attorney’s fees, arising out of or resulting from the INSTRUCTOR’S involvement in the Activity.

The term “Claims,” as used throughout this agreement, shall mean collectively all claims, demands, actions, causes of action, or suits for negligence or other liability.

Release of Rights to Photographs and Video Footage

The DMS Parties reserve the right to photograph and take video footage and make other recordings of the Activity and participants for their own use. INSTRUCTOR hereby releases any photo and/or video rights that INSTRUCTOR has or may have in such photographs, video footage and other recordings and understands and agrees that all photographs, video footage and other recordings taken during this Activity will be and remain the sole property of Disaster Medical Solutions, LLC and its Partners where INSTRUCTOR shall have no right, title or interest therein.

Entire Agreement, Binding Agreement, and Execution

This is an integrated agreement, and it contains all of the terms, considerations, understandings, and promises of the parties. It shall be read as whole. INSTRUCTOR understands this is a binding contract that supersedes any other agreements or representations, and this agreement shall bind INSTRUCTOR’S family members, spouse, and heirs, successors, assigns and personal representatives. INSTRUCTOR further understands that this agreement is intended to provide a comprehensive release of liability but is not intended to assert any defenses that are prohibited by law. INSTRUCTOR expressly agrees that each provision of this agreement is intended to be as broad and inclusive (but no broader or more inclusive) as is permitted by the laws of the State of Florida, but if nevertheless any provision of this agreement, or any portion of any provision of this agreement, is held invalid, it is agreed that the balance of this agreement (and the balance of such provision, if applicable) shall continue in full legal force and effect.

BY SIGNING BELOW, THE UNDERSIGNED PARTICIPANT REPRESENTS THAT HE/SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT.
I, the undersigned INSTRUCTOR affirm that I am freely signing this agreement. I have read this agreement and fully understand that by signing it, I am giving up legal rights and/or remedies that may otherwise be available to me and to my estate.

CAUTION: READ BEFORE SIGNING

INSTRUCTOR’S Signature: _____
INSTRUCTOR’S Name Printed: _____
Date: _____