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WAIVER FORM AND SIGN-IN SHEET

While attending for the purpose of participation in TRANSCAER® Emergency Response Training and desiring to obtain practical experience by acting in various capacities on the railroad apparatus, trucks, or other equipment in connection with my instruction, I do hereby relieve The Chlorine Institute (CI), the partnering Railroad, TRANSCAER®, the American Chemistry Council, their parent or subsidiary entities, employees, affiliates and agents and all agencies or individuals furnishing equipment or services in connection with the training event as well as any fellow student or instructor from any and all liability of any sort or nature whatsoever that might arise or occur as a result of any accident, injury (including COVID-19), or damage to me during my participation in the course conducted by CI and the partnering Railroad and do, by my presence, assume whatever risk, apparent and unapparent, that training of this entails.

I understand that the nature of the tasks responders will be called upon to perform may require a high degree of physical fitness, agility, and dexterity. The instruction I will receive at the partnering Railroad may, therefore, include rigorous exercises which will require physical fitness, strength, and stamina. I waive any and all claims for myself or my estate against CI, the partnering Railroad, TRANSCAER, the American Chemistry Council and their parent or subsidiary entities, officials or employees, which may result from my participation in the training program. This waiver does not affect any rights I may have pursuant to the Workers Compensation Act or the Tort Claims Act.

I hereby grant CI and TRANSCAER permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of CI and will not be returned.

I hereby irrevocably authorize CI and TRANSCAER to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge CI, the partnering Railroad, TRANSCAER, the American Chemistry Council, their parent and subsidiary entities, employees, affiliates, and agents from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

By signing beside my name, I agree to the terms explained above.