

WAIVER AND RELEASE

WHEREAS, \_\_\_\_\_ ("Trainee") is a trainee at Tanner Industries Inc. ("Company's") Ammonia Safety & Emergency Response Training Sessions (the "Program"); and

WHEREAS, Trainee (the term Trainee shall include Trainee's parent or guardian if Trainee is under the age of 18) understands that the Company must protect itself from liability for personal injuries or property damage sustained or incurred by Trainee in connection with Trainee's participation in the Program and the information, resources and procedures connected therewith and the use, application or handling of anhydrous ammonia (the "Product");

NOW THEREFORE, intending to be legally bound hereby, Trainee agrees, and anyone making a claim through Trainee or on Trainee's behalf, including Trainee's parents, guardians, heirs, administrators, and/or executors, to the following:

1. Trainee understands that since he/she is not an employee of the Company, the Company shall not pay Trainee any compensation by way of salary or otherwise, and is not obligated to provide and is not providing Trainee with any benefits, including worker' compensation benefits, or any other thing of value whatsoever.
2. Trainee acknowledges and understands that participation in the Program can be a dangerous activity and that injury can result from this activity. Trainee voluntarily and knowingly assumes all risk of personal injury and damage to Trainee's property arising out of participation in the Program or in connection with the information, resources and procedures connected therewith and the use, application or handling of the Product;
3. Trainee hereby waiver, releases and forever discharges the Company and its agents, servants, workmen, employees, predecessors, successors, parents, subsidiaries, partners, including but not limited to TRANSCAER, directors, officers, shareholders, principals, affiliates and assigns and all entities with whom the Company has contracted (the "Released Parties") from any and all manner of actions and causes of action, suits, damages, costs, fees, debts, dues, accounts, bonds, covenants, contracts, judgments, arbitrations, forms of mediation, claims and demands whatsoever in law or in equity arising out of, or which may arise out of, or which are in any way related to the Program, whether or not due in whole or in part to any acts, omissions, negligence, strict liability or other conduct of the Released Parties.
4. Intending the Company to rely on this Waiver and Release, Trainee warrants and represents that Trainee has carefully read this Waiver and Release, that Trainee has the opportunity to confer with legal counsel Trainee's choice concerning this Waiver and Release and the terms hereof, and that Trainee signs this Waiver and Release knowingly and voluntarily, intending to be legally bound hereby.
5. Trainee acknowledges that this Waiver and Release shall be governed by the laws of the Commonwealth of Pennsylvania.

\_\_\_\_\_  
Trainee Printed Name

\_\_\_\_\_  
Trainee Signature

\_\_\_\_\_  
Date