

## **Limitation of Liability and Indemnification Agreement**

HVAC Technical Institute shall not be held legally responsible for any particular or consequential damages that arise from the use of or lack of ability to use the materials on this site, or the performance of the products. This applies regardless of whether or not you forewarn the possibility of such damages.

In consideration of the opportunity to enroll and/or participate in training at the HVAC Technical Institute, I agree as follows:

### **1. Express Assumption of Risk and Release:**

I, the undersigned, am aware that there are significant risks and dangers presented at any HVAC Technical Institute facility and/or involved in all aspects of HVAC training. I recognize that the HVAC Technical Institute and HVAC training can expose me and others in and around any HVAC Technical Institute facility or involved in or near HVAC training to, among other things, electrical circuits or wiring, sharp and quick moving parts, malfunctioning equipment or tools, explosive or poisonous gases or chemicals and extreme heat or cold. The HVAC Technical Institute and HVAC training can involve multiple people at any time in close contact with or working in confined quarters with, at heights or in awkward positions with multiple dangerous conditions, including one or more of the foregoing, and I should expect to regularly encounter the same dangerous conditions, among others, while at any HVAC Technical Institute facility and/or while undergoing HVAC training. I recognize that the risks of serious injury or death could include the following, among others: a) falls; b) injury, damage or death due to negligence on the part of myself, my training partner, or other people around me; c) injury, damage or death due to improper use, functioning or failure of tools, materials, equipment, or facilities with which I or others are working; d) electrocution or shock; e) serious burns, cuts or frostbite; f) stress; g) explosions; and/or h) poisoning. Knowing and appreciating the fact that I am exposing myself to significant risks of property damage and/or serious personal injury or death, I knowingly and willingly voluntarily assume all risks arising out of, connected to or in any way related to my involvement with HVAC Technical Institute or any HVAC Technical Institute facility or training, including but not limited to those risks or losses expressly outlined in this document, and accept full responsibility for any personal injury, death or property damage that may result from participation in any activity or class offered by HVAC Technical Institute or while at any HVAC Technical Institute facility, including but not limited to any risk or loss resulting from any act or omission resulting in whole or in part from the act or omission of others participating in HVAC training or employees, officers, directors or agents of HVAC Technical Institute. I agree to fully release and relinquish the HVAC Technical Institute, its officers, directors, employees, agents, representatives, any business partner, successor, predecessor, as well as any assign or affiliate of any of the foregoing (Released Parties) from any injuries, damages, liability, expenses (including attorneys fees or costs) or losses of any kind that I or any spouse or children of mine may suffer, including any property damage or personal injury, even death, arising out of, connected with or associated in any way with my entry into or near any HVAC Technical Institute facility, or my actual or intended enrollment or involvement in any HVAC Technical Institute training, class or activity, including but not limited to any of the foregoing resulting in whole or in part from acts or omissions of others participating in HVAC training or HVAC Technical Institute officers, directors, employees or agents.

### **2. Representations of Training Candidate:**

The undersigned represents and warrants that I am solely responsible for determining whether I am physically fit, able or skilled enough to: a) enter any HVAC Technical Institute facility, b) participate in any and all training, classes or activities offered by HVAC Technical Institute and c) adequately face the risks posed by my involvement and participation in HVAC training. I further represent and warrant that I am over the age of 18 and have no physical or mental limitations or impairments which will pose a direct threat to myself or others as a result of my entry into a HVAC Technical Institute facility or through my participation in any HVAC training. I further represent and understand that I am not an employee or agent of HVAC Technical Institute, that I have not been guaranteed any employment with anyone in connection with my decision to enter the HVAC Technical Institute and/or seek to enroll in HVAC training and that I could have chosen to enroll in another training school. Finally, to the extent that I have already paid any money to HVAC Technical Institute in connection with HVAC training, I have been advised that I will receive a refund of any such money should I refuse to sign this document. By executing this document, however, whether or not this paragraph is initialed, I intend to forever relinquish any right I have to a refund under the preceding sentence.

### **3. Limitation of Remedy:**

The undersigned agrees that HVAC Technical Institute has agreed only to provide the undersigned with certain services requested or to be requested by the undersigned, namely the training courses which the undersigned has ordered or will order, in exchange for the price that the undersigned has agreed or will agree to pay for such training courses, subject to all HVAC Technical Institute rules and conditions. The undersigned agrees that the total liability of HVAC Technical Institute as well as any of the Released Parties to the undersigned arising out of the undersigned entry into a HVAC Technical Institute facility, enrollment in HVAC Technical Institute or participation in HVAC training, whether under a contract or tort theory or any other theory of liability whatsoever, shall in no event exceed the total

amount of money actually paid by the undersigned to HVAC Technical Institute for HVAC training. In no event shall HVAC Technical Institute or any other Released Party be responsible for any special, incidental or consequential damages of any kind, including but not limited to damages stemming from loss of revenue or profits, unmet business or financial expectations or consequential damages stemming in any way from or related in any way to any property damage or personal injury, including death. This limitation of damages applies to all causes of action of any kind whatsoever related in any way to the performance or non-performance by HVAC Technical Institute or any Released Party of any act, promise, service or duty related to the undersigned entry into any HVAC Technical Institute facility or related to the undersigned enrollment or participation in any HVAC training.

**4. Indemnification:**

Should the above Released Parties, or anyone acting on their behalf, be required to incur any attorney's fees, expenses or court costs to enforce this agreement or as a result of any breach of any promise or warranty made by the undersigned herein, I agree to promptly reimburse them for all such attorneys' fees, expenses and costs. I further agree to indemnify and hold harmless HVAC Technical Institute and all other Released Parties from any injuries, damages, liability, expenses (including attorneys fees or costs) or losses of any kind, including any property damage or personal injury, including death, arising out of, connected with or associated in any way with any intentional or negligent act or omission I commit at or near any HVAC Technical Institute facility, or in connection with my actual or intended enrollment or participation in any HVAC training.