

SWAY MECHANIKA LLC LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my employer, business, company, heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me" to Sway Mechanika, LLC ("SM")).

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in training conducted on facility equipment owned by SM, including but not limited to fall prevention and protection, roof safety, suspended scaffolds, powered platforms, gantries, ladder systems, bosun chairs, rope access, material handling at heights, site specific equipment user training arising from or related to the Work (the "Activity"). As the undersigned Releasor, I understand that I have voluntarily requested SM to provide facilities for the Activity and I in no way am required to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance and professional training provided by SM, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, and I release SM and all of its owners, employees, affiliates, members, principals, trustees, legal representatives, agents, administrators, assigns, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities incurred by me in participating in the Activity.

As the undersigned Releasor, I voluntarily assume all risk of personal injury or death sustained during this Activity. I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my employer, business, company, heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require. I affirm that I am personally responsible for all costs associated with medical treatment, vehicular damage, equipment damage, or property damage that I may incur. I agree not to participate as in the Activity unless I am medically, physically and mentally able, and I agree to abide by the direction and guidance of SM while participating in the Activity. I agree that this Release shall be governed for all purposes by Washington law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release. I also certify that I am 18 years of age or older.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Releasor's Signature)

_____ / _____
(Print Name) Date of Signing