



Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

In connection with the participation of _____ ("Participant") in activities relating to Flexible Pavement's Certification Program held at The Shelly Company's Quality Control Lab and Training Center (the "Activities"), the undersigned executes this Release and Waiver of Liability (the "Release") in favor of The Shelly Holding Company, The Shelly Company, Shelly Materials, Inc., and their parent companies, subsidiaries, affiliates, directors, officers, employees, invitees, agents, successors and assigns (collectively "Shelly").

Participant hereby freely, voluntarily, without duress executes this Release and Waiver of Liability under the following terms:

1. RELEASE AND WAIVER. The undersigned does hereby release, forever discharge, hold harmless and indemnify Shelly from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Activities. The undersigned understands that this Release discharges Shelly from any liability or claim that the undersigned may have against Shelly with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Activities, whether caused by negligence of Shelly or its officers, directors, employees, or agents or otherwise. The undersigned also understands that Shelly does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

2. MEDICAL TREATMENT. The undersigned does hereby release and forever discharge Shelly from any claim whatsoever which arises or may hereafter arise on account on any first aid, treatment, or service rendered in connection with the Activities.

3. ASSUMPTION OF THE RISK. The undersigned understands that the Activities include participating in exercises that may be hazardous to the Participant, including, but not limited to, handling various lab equipment during practicals. The undersigned hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Shelly from all liability for injury, illness, death, or property damage resulting from the Activities, including any risk arising from any medical condition of Participant.

4. INSURANCE. The undersigned understands that, except as otherwise agreed to by Shelly in writing, Shelly does not carry or maintain health, medical, or disability insurance coverage for the Participant.

5. PHOTOGRAPHIC RELEASE. The undersigned does hereby grant and convey unto Shelly all right, title, and interest in any and all photographic images and video or audio recordings made by Shelly during Participant's Activities with Shelly, Including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. OTHER. The undersigned expressly agrees that the Release is intended to be a broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The undersigned agrees that in the event that any clause or provision of the Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

If Participant is under age 18, each parent or legal guardian hereby executes this Release individually and on Participant's behalf:

Signature: _____

Print Name: _____

Relationship: _____

Signature: _____

Print Name: _____

Relationship: _____

Participant Signature: _____

Print Name: _____

Address: _____

City/Zip: _____ County: _____

Telephone: () _____

Company/Group Name: _____

Emergency contact name: _____

Emergency contact phone number: _____