

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned participant, (the "Participant"), hereby affirm and acknowledge that I have voluntarily applied to participate in the "PAES RAS Practicum" (the "Program") hosted by Pentair Aquatic Eco-Systems, Inc. located at 2395 Apopka Blvd., Apopka, FL 32703 ("PAES"). As additional consideration for, and express inducement to, PAES permitting Participant to participate in the Program, Participant for itself and his/her respective heirs, personal representatives and assigns, agrees as follows:

**Assumption of Risk:** Participant hereby acknowledges and agrees that he/she understands there are certain inherent risks and dangers associated involved when participating in the Program, including but not limited to, hazards such as, slippery or wet surfaces, handling of marine life and potential exposure to amoeba or bacteria, exposure to hazardous materials or substances, handling and operation of mechanical equipment, lifting of objects such as fish nets or probes, exposure to tanks which could result in drowning or near-drowning; and that, except as expressly set forth herein, Participant, knowingly and voluntarily, accepts, and assume responsibility for, each of these risks and dangers, and all other such risks and dangers that could arise out of, or occur during, Participant's participation in the Program. Participant agrees to fully cooperate with and at all times comply with the rules governing Participation in the Program, use of the facility and equipment, and the instruction of the Program instructors.

**Release and Waiver:** Participant hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE PAES, its officers, directors, employees, agents, and representatives, and their successors and assigns, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Program, except for those caused by the willful misconduct, gross negligence or intentional torts of PAES.

**Indemnification and Hold Harmless:** Participant also hereby agrees to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's negligent acts or omissions while participating in the Program..

**Severability:** Participant expressly agrees that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

**Governing Law; Venue:** This Agreement, including the parties' rights and obligations hereunder, shall be construed and governed according to the laws of the State of Florida, without regard to conflicts of laws principles. Participant hereby irrevocably consent to jurisdiction in, and to the service of process, pleadings and notices in accordance with, the laws of the State of Florida and the federal laws of the

United States of America. Venue for any disputes or actions arising out of or related to this Agreement and/or Participant's participation in the Program shall exclusively reside in the state or federal courts situated in Orange County, State of Florida in the United States of America. Participant irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding in the state or federal courts situated in Orange County, State of Florida in the United States of America, and further irrevocably waives any claim that Orange County, State of Florida in the United States of America is not a convenient forum for any such suit, action or proceeding.

Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_