

General Release and Waiver of Claims

This Release is executed by _____ . (hereinafter "Releasing Party") in favor of Refinery Terminal Fire Company, its employees, officers, directors, members, attorneys, and insurers (hereinafter collectively "RTFC").

Releasing Party understands and acknowledges that RTFC is in the business of fire fighting and emergency/hazardous material response and training. Releasing Party further acknowledges such activities, including being in the vicinity of or training in such areas, involve a high degree of risk of injury or death to participants and those who may be in the area of fire fighting, emergency response or hazardous material activities or training. Releasing Party further acknowledges that these activities are inherently dangerous and assumes the risk of accessing RTFC property, participating in or observing any training activities associated with RTFC, its training program, or utilizing RTFC training facilities or other facilities or equipment.

Therefore, in consideration of being allowed to participate in or observe RTFC fire fighting or emergency/hazardous material response training, or other RTFC activities, or to otherwise enter onto RTFC property for any reason, Releasing Party, whose signature appears below, hereby releases RTFC from any and all claims and/or liability of any kind whatsoever for any injuries and/or damages of any kind, including death, and irrevocably waives all such claims that Releasing Party may suffer or incur while on RTFC's premises or related in any way to any RTFC training or fire fighting or emergency/ hazardous material response activities; including, without limitation, any and all such injuries and/or damages caused by or resulting from the negligent act(s) or omission(s) of RTFC, and/or whether such claims arise in tort, contract, negligence, premises liability, admiralty, strict liability, strict product liability, strict statutory liability, common law, or otherwise. Releasing Party agrees to indemnify RTFC and hold RTFC harmless from any and all such claims including claims that may be asserted by way of subrogation or otherwise by Releasing Party's employer, workers' compensation carrier or other insurer, assigns, and/or claimants whose claims arise from – or are derivative of any claims or injuries suffered or alleged to be suffered by Releasing Party while on RTFC premises, or related in any way to any RTFC training or other activities, REGARDLESS OF THE SOLE OR CONCURRENT NEGLIGENCE OF RTFC, OR UNDER ANY THEORY OF STRICT LIABILITY, IN RESPECT THEREOF. In all cases when a Releasing Party has assumed responsibility through an indemnification obligation, its insurance policy shall be primary.

AGREED AND ACKNOWLEDGED

By my signature below, I acknowledge and agree that it is the intent and purpose of this document to release RTFC, as fully and completely as possible under both state and federal law, from any and all liability for any act or omission of RTFC or any condition of any property of RTFC which in whole or in part results in any injury or death to me. I acknowledge and agree that the foregoing satisfies the express negligence rule and conspicuousness requirement under Texas law and is a material, bargained for allocation of risk by the parties. The laws of the State of Texas will govern and control the relationship of RTFC and Releasing Party in all respects, including the construction and interpretation of this instrument. I acknowledge that I have read and fully understand the provisions contained in this Release and by my signature below fully agree to its terms.

Dated _____, 20____

Releasing Party