

Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

READ CAREFULLY

1. I, _____, ("Participant"), acknowledge and agree that I wish to enroll in welding and/or metalworking classes ("Classes") offered by Martin A Mayer. In consideration of my participation in the Classes, I and I on behalf of my successors, next of kin, assignees, heirs, parents, guardians, spouse, personal representatives, executors, administrators, and/or agents do hereby forever release, acquit and forever discharge Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC and its employees, agents, representatives, assigns, members, and owners, (collectively referred to as "Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC ") from any and all rights, claims, injuries, death, demands, actions, causes of action, damages, costs, losses and expenses (collectively referred to as "Claims") that I might have or seek to assert, now or at any time in the future, arising out of the participation in the Classes. The Claims released include, but are not limited to, Claims arising out of the negligence or other acts of "Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC ", the condition of the premises and surrounding areas of where the Classes are held, and my actions or the actions of other participants in the Classes.

2. I expressly acknowledge that it is possible that other damages, injuries and/or losses may be sustained as a result of circumstances and/or matters which are not now known, or suspected, and that this Release is intended to cover and include all such future damages and their effects, consequences and results of any of the released Claims. Therefore, with the understanding that a waiver of all future liability for the released Claims is a material term of this Release without which Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC

would not have allowed my participation in the Classes, I and I on behalf of successors, next of kin, assignees, heirs, parents, guardians, spouse, personal representatives, executors, administrators, and/or agents, hereby waive and abandon all released Claims, whether now known or unknown, foreseen or unforeseen, suspected or unsuspected which I may have against Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC and expressly waive and abandon all rights reserved to me by The State of New Mexico.

3. I also agree, acknowledge and warrant that I and I on behalf of my successors, next of kin, assignees, heirs, parents, guardians, spouse, personal representatives, executors, administrators, and/or agents, will not make a claim against, sue, institute arbitration or other dispute resolution mechanism against, or attach the property of Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC in connection with any of the matters covered by this Release, Waiver of Liability and Assumption of Risk ("Release"), and that I will indemnify and hold harmless Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC from any breach of this warranty.

4. **ASSUMPTION OF RISK:** I acknowledge that participation in the Classes involves exposure to and working with hazardous activities including, but not limited to, welding techniques (including but not limited to MIG (metal inert gas), TIG (tungsten inert gas) and Oxyacetylene) and metal working processes (including but not limited to grinding, cutting, drilling, tapping, riveting, shearing and patinas) that carry with them inherent risks, that cannot be eliminated regardless of the care taken to avoid injuries. I am aware that certain risks and dangers may occur during the Classes. These risks include serious personal injury, permanent disability, dismemberment and death while using welding and metalworking machinery and equipment. I am voluntarily participating in the Classes with full knowledge of the danger of such activities, and agree to assume any and all risks of bodily injury, death or property damage there from, whether these risks are known or unknown.

BY MY INITIALS AFTER THIS SENTENCE, I HEREBY CERTIFY AND REPRESENT THAT I HAVE READ AND

UNDERSTOOD THE ABOVE PARAGRAPH DEALING WITH ASSUMPTION OF RISK, AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE CLASSES by Martin A Mayer.

_____ (Initials of Participants and, if applicable, Guardian of Participant)

5. This Release is governed by the laws of the State of New Mexico. I acknowledge and agree that this Release is intended to be as broad and inclusive as is permitted by the law of the State of New Mexico and that if any portion of this Release is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. In the event that any portion or all of the Release is held to be invalid, I agree that any claim or controversy at law or equity that arises from my participation in the Classes shall be resolved by arbitration in the City of Albuquerque, County of Bernalillo, State of New Mexico. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

6. **Attorneys Fees.** In the event a party is required to enforce any of the rights granted under this Release, the other party shall be entitled to recover from the breaching party the reasonable attorneys' fees, costs and expenses incurred as a result of such breach.

By my signature below, I hereby certify and acknowledge that: **I read this Release and I am signing it voluntarily; I fully understand this Release and its terms (and was given the opportunity to ask questions about this Release and to consult an attorney if I desired); I understand that I am voluntarily giving up certain substantial legal rights by signing this Release, including the right to sue; I intend this Release to be a complete and unconditional release of all liability of Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC to the fullest extent allowed by law; and I knowingly and voluntarily assume all hazards and risks associated with my participation in the Classes.**

Participant Signature: _____
Date: _____

Address: _____

PARENTAL/GUARDIAN SIGNATURE IS REQUIRED IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

I certify and represent that I am the parent or legal guardian of _____, ("Participant"). I have read and understood the terms of this Release; understand the risks that are being assumed herein by Participant and the rights that are being waived herein by Participant. I have been given the opportunity to ask questions and consult with an attorney. I believe this Release to be in the best interests of Participant. I am voluntarily and knowingly signing below and initialing where indicated in Paragraph 2 to indicate my agreement and consent to this Release on the Participant's behalf. I also agree to be bound by the terms of this Release and agree to indemnify and hold harmless Martin A Mayer, CHEFCHIS MAYER YOUNG INC, and 309 OLD COORS LLC MMW for any Claims arising out of Participant's participation in the Classes.

Parent or Guardian Signature: _____
Date: _____

Address: _____

