**ADVANCED WAIVER OF LIABILITY AND COVENANT NOT TO SUE**

  **(“PARTICIPANT”)** desires to participate in the training exercises to be held at the Guardian Centers facility located at 600 Perry Parkway, Perry, GA 31069 that is taking place on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Activity”).

**Acknowledgment and Assumption of Risk**

PARTICIPANT understands that there are significant risks of property damage, personal injury, or death related to this Activity. PARTICIPANT understands that although due care is exercised to protect the safety of all participants, there will be conditions and activities that are beyond the scope or knowledge Guardian Centers, and that such conditions and activities may present their own inherent risks. PARTICIPANT understands and agrees that any equipment or facilities that PARTICIPANT may use during the course of the Activity is used at his/her own risk. PARTICIPANT understands and agrees that Guardian Centers shall not be liable for any loss, damage, or injury, including death, resulting from the use or suitability of said equipment or facilities, and Guardian Centers makes no warranties of any kind regarding said equipment or facilities.

**PARTICIPANT is aware of the risks and dangers associated with his/her participation in this Activity. PARTICIPANT voluntarily and knowingly assumes all risks in connection with this Activity, and PARTICIPANT acknowledges that by participating in the Activity, he/she hereby agrees to accept and assume any and all risks of property damage, personal injury, or death, to the fullest extent allowed by law.**

**Waiver of Liability and Release**

In consideration for being granted the opportunity to participate in the Activity, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, PARTICIPANT irrevocably and unconditionally agrees to forever:

a. **Waive** any and all Claims for himself/herself and his/her heirs against Guardian Centers, its subsidiaries and affiliates, and any of their respective officers, equity owners, employees, agents, or independent contractors for any injury, illness, death, or other loss that may result directly or indirectly from his/her participation in the Activity. This waiver includes any and all Claims for the PARTICIPANT’S death, disability, personal injury, property damages, property theft, and/or Claims of any nature that may hereafter accrue, directly or indirectly, to PARTICIPANT and to his/her estate as a direct or indirect result of participation in the Activity, including Claims that may be made directly by PARTICIPANT or indirectly on PARTICIPANT’S behalf. The term “Claims,” as used in this agreement, shall mean collectively all claims, demands, actions, causes of actions, or suits for negligence or other liability. PARTICIPANT agrees that this waiver is an enforceable covenant not to sue.

b. **Release** Guardian Centers, its subsidiaries and affiliates, and any of their respective officers, equity owners, employees, agents, or independent contractors from any and all Claims whatsoever arising out of or related to any loss, damage, injury, death, or costs that may be incurred by PARTICIPANT due to his/her participation in the Activity.

**Release of Rights to Photographs and Video Footage**

Guardian Centers reserves the right to photograph and take video footage of the Activity and participants for its own use. PARTICIPANT agrees to release any photo and/or video rights and understands that all photographs and video footage taken during this Activity will be and remain the property of Guardian Centers.

**Assumption of Risk and Waiver of Liability and Release**

**Relating to COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

By signing this agreement, PARTICIPANT acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PARTICIPANT may be exposed to or infected by COVID-19 by traveling to or from Guardian Centers, staying at Guardian Centers, coming into contact with others at Guardian Centers and/or participating in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

By signing this agreement, PARTICIPANT acknowledges that PARTICIPANT is participating in the Activity at PARTICIPANT’S own free will at the request and direction of PARTICIPANT’S employer, and PARTICIPANT’S employer has accepted and agreed to the terms of the Guardian Centers Quarantine Protocol with respect to PARTICIPANT’S quarantine at the Guardian Centers campus in the event that PARTICIPANT tests positive for COVID-19 or shows signs that PARTICIPANT may have COVID-19 while on the Guardian Centers campus. PARTICIPANT acknowledges receipt of, and agrees to abide by the terms of, the Guardian Centers Quarantine Protocol, as the same may be amended or modified from time to time, at all times while PARTICIPANT is on the Guardian Centers campus (hereinafter, the “Policy”). PARTICIPANT AGREES THAT GUARDIAN CENTERS MAY ENFORCE THE POLICY AGAINST RECIPIENT AND PARTICIPANT VOLUNTARILY CONSENTS TO BEING QUARANTINED ON THE GUARDIAN CENTERS CAMPUS IN ACCORDANCE WITH THE POLICY.

In consideration for being granted the opportunity to participate in the Activity, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, PARTICIPANT irrevocably and unconditionally agrees to forever:

a. **Waive** any and all Claims for himself/herself and his/her heirs against Guardian Centers, its subsidiaries and affiliates, and any of their respective officers, equity owners, employees, agents, or independent contractors for any injury, illness, death, or other loss that may result directly or indirectly from his/her presence at and quarantine at the Guardian Centers campus. This waiver includes any and all Claims for the PARTICIPANT’S death, disability, personal injury, property damages, property theft, and/or Claims of any nature that may hereafter accrue, directly or indirectly, to PARTICIPANT and to his/her estate as a direct or indirect result of his/her being exposed to COVID-19, contracting COVID-19, or being quarantined at the Guardian Centers campus, including Claims that may be made directly by PARTICIPANT or indirectly on PARTICIPANT’S behalf. PARTICIPANT agrees that this waiver is an enforceable covenant not to sue.

b. **Release** Guardian Centers, its subsidiaries and affiliates, and any of their respective officers, equity owners, employees, agents, or independent contractors from any and all Claims whatsoever arising out of or related to any loss, damage, injury, death, or costs that may be incurred by PARTICIPANT due to his/her being exposed to COVID-19, contracting COVID-19, or PARTICIPANT’S presence at or being quarantined at the Guardian Centers campus, whether or not such loss, damage, injury, death, or cost was caused by the negligence of Guardian Centers or otherwise. PARTICIPANT understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of Guardian Centers, its subsidiaries and affiliates, and any of their respective officers, equity owners, employees, agents, or independent contractors, whether a COVID-19 infection occurs before, during, or after participation in the Activity.

**Entire Agreement, Binding Agreement, and Execution**

This is an integrated agreement, and it contains all of the terms, considerations, understandings, and promises of the parties. It shall be read as whole.

PARTICIPANT understands this is a binding contract that supersedes any other agreements or representations, and this agreement shall bind PARTICIPANT’S family members, spouse, and heirs, successors, assigns and personal representatives. PARTICIPANT further understands that this agreement is intended to provide a comprehensive release of liability but is not intended to assert any defenses that are prohibited by law. If any part of this agreement is deemed unenforceable, all other parts shall be given full force and effect.

BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT.

*I, the undersigned PARTICIPANT, affirm that I am freely signing this agreement. I have read this agreement and fully understand that by signing it, I am giving up legal rights and/or remedies that may otherwise be available to me and to my estate.*

***CAUTION: READ BEFORE SIGNING***

PARTICIPANT’S Signature:

PARTICIPANT’S Name Printed:

Date:

Age: