



Waiver and Release of Liability

1. By signing this Waiver and Release of Liability (Agreement), I waive and release, Moscow & Pullman Building Supply from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Moscow & Pullman Building Supply from any and all liability for damages or injuries on account of or in any way related to PHS and its students. This is not intended to release from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Moscow & Pullman Building Supply for any claim released by this Agreement. I further agree that should any claim be made against Moscow & Pullman Building Supply in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify for any such claim and expenses including attorney's fees and costs incurred by Moscow & Pullman Building Supply in defending themselves or security indemnity hereunder.

2. I understand that Moscow & Pullman Building Supply is not responsible for any lost, stolen, or damaged valuables or property.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Moscow & Pullman Building Supply for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Moscow & Pullman Building Supply, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age or am signing on behalf as a legal parent or guardian of person(s) name provided below.

Name (please print) Tyson + Bryan Fulfs
Parent or Guardian Janet Fulfs
Signature [Handwritten Signature] Date 12/2/19