

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in RESIDENTIAL CONSTRUCTION EDUCATION & TRAINING CLASSES (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same:

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's Parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge PLANBPARTONE LLC D/B/A HOME REPAIR LAB located at 814 E NC Highway 54, Durham, North Carolina 27713, their affiliates, managers, members, officers, directors, agents, attorneys, employees, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct or indirect result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I ASSUME FULL RESPONSIBILITY FOR ANY INJURIES OR DAMAGES RESULTING FROM MY PARTICIPATION IN THE ACTIVITY, INCLUDING RESPONSIBILITY FOR USING REASONABLE JUDGMENT IN ALL PHASES OF PARTICIPATION OF THE ACTIVITY. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Plan B Part One LLC d/b/a Home Repair Lab to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may test of a person's physical and/or mental abilities and limits, and may carry with it the potential for death, serious injury, and property loss. I understand there are inherent risks associated with participating in the Activity, including but not limited to the use of power tools, hand tools, sharp objects, hot water, electricity, and ladders. I acknowledge and assume the risks involved in these and other skills and tasks relating to the Activity, and for any damage and/or injury resulting from such risks. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Plan B Part One LLC d/b/a Home Repair Lab official or agent, regarding my approval to participate in the Activity.

I FURTHER ACKNOWLEDGE that the skills and tasks participated in by me as part of the Activity, to the extent that I engage in such skills and tasks at any location other than the Activity training center (including but not limited to at my home, business, or any other location), will or may be engaged in voluntarily by me, and that the Releasees have no responsibility or liability whatsoever for my participating in any such skills or tasks.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE AND DISCHARGE Plan B Part One LLC d/b/a Home Repair Lab AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, ATTORNEYS, EMPLOYEES, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST Plan B Part One LLC d/b/a Home Repair Lab FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Plan B Part One LLC d/b/a Home Repair Lab, its agents, and employees.

I agree that this Release shall be governed for all purposes by North Carolina law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and Plan B Part One LLC d/b/a Home Repair Lab agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this

agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact Telephone
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_____	_____	_____
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I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS IS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT/ GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____
named above and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____