

TRAINING LIABILITY WAIVER AND RELEASE

This Training Liability Waiver and Release (“Waiver”) is made this ___ day of _____, 201_, by _____ (“Participant”), for the benefit of D&D Distributing, LLC (“D&D Distributing”) and Duncan Holdings, LLC (“Duncan Holdings”, together with D&D Distributing, collectively “D&D”).

Participant desires to participate in certain training opportunities to be provided by D&D and conducted on D&D’s premises. This Waiver is intended to limit D&D’s liability for any loss or injury which may occur as a result of Participant’s presence on D&D’s premises or his or her participation in training. For valid consideration and D&D’s agreement to allow Participant to participate in the training, the Participant agrees as follows:

1. Participant acknowledges that D&D’s Workers’ Compensation liability insurance coverage does not provide coverage for any injury occurring to Participant or Participant’s employees participating in training on D&D’s premises. Participant acknowledges that the training activities may involve potentially hazardous activities and that D&D cannot remove all elements of danger. Participant is participating in the training at his/her/its own risk.
2. Participant agrees to indemnify and hold D&D harmless from any injury, loss, damage or cost, including attorney’s fees, incurred or caused by Participant or Participant’s employees, resulting from their presence on D&D’s premises and/or their participation in the training activities. Participant agrees to waive and release any and all claims and causes of action which he/she/it may have against D&D arising out of participation in training activities on D&D’s premises. Participant agrees and acknowledges that neither D&D nor any of its insurance carriers shall be responsible for paying benefits or other amounts for loss or injuries to Participant, or Participant’s employees, resulting from such loss.
3. Participant represents and warrants that he/she/it and Participant’s employees will abide by any safety and other rules proscribed by D&D while on its premises.
4. D&D is not responsible for the inspection or use of any of Participant’s equipment or tools brought on to D&D’s premises. D&D makes no representations as to the suitability of such equipment or tools.
5. This Waiver shall be governed under South Carolina law.

Participant:

By: _____
Printed Name: _____
Title: _____
Dated: _____