

CITADEL FLOOR FINISHING SYSTEMS LLC

Registered Training Agreement and Waiver

In consideration for the provision of instruction, training, facilities or other services (hereinafter "Training Program") by Citadel Floor Finishing Systems LLC (hereinafter "Citadel") and/or any officer, member, manager, employee, representative or affiliate thereof, in connection with my training and instruction in the use and application of Citadel products and all related activities, I hereby represent, warrant, covenant, agree and intend to be legally bound as follows:

1. I acknowledge that I am receiving instruction and training in the use and application of Citadel floor covering and/or sealing products to become an Applicator, after which training I will receive a Certificate of Completion. The Certificate of Completion simply acknowledges that I have attended the Training Program and does not constitute or imply a Citadel warranty, sponsorship, apprenticeship or supervisory program.
_____ [initial here]
2. I acknowledge that there are no warranties associated with the training, instruction or other services and/or equipment and materials provided or made available to me in connection with my participation in the Training Program. ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY SPECIFICALLY AND EXPRESSLY EXCLUDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES, TRAINING OR INSTRUCTION. I accept the training and instruction as is and acknowledge that I have personally examined the facilities, equipment and materials, including all Material Safety Data Sheets, prior to my use of same. _____ [initial here]
3. CITADEL DOES NOT ASSUME, AND EXPRESSLY DENIES, ANY LIABILITY FOR THE ACTS OR OMISSIONS OF APPLICATOR. By granting Applicator a Certificate of Completion, CITADEL is simply confirming that Applicator has received the training outlined herein and is familiar with the Citadel flooring products used in the Training Program. Such training is NOT and should not be construed as an apprenticeship or supervisory program of any kind. _____ [initial here]
4. I RELEASE AND DISCHARGE CITADEL FLOOR FINISHING SYSTEMS LLC, ITS RESPECTIVE OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INSTRUCTORS, AGENTS, REPRESENTATIVES AND AFFILIATES, AND ANY AND ALL OWNERS OF THE EQUIPMENT, REAL PROPERTY AND FACILITIES USED FOR TRAINING ACTIVITIES (hereinafter referred to as "Released Parties"), FROM ANY AND ALL LIABILITY, DAMAGES, LOSSES, DEMANDS, CAUSE OF ACTION OR CLAIMS WHATSOEVER, ARISING IN ANY JURISDICTION, AT LAW OR IN EQUITY, THAT I OR MY HEIRS, BENEFICIARIES, LEGAL REPRESENTATIVES, SUCCESSORS, OR ASSIGNS HAVE OR MAY HEREAFTER HAVE FOR, UPON, BY REASONS OF OR IN CONNECTION WITH MY PARTICIPATION IN THE TRAINING PROGRAM AND MY USE AND APPLICATION OF CITADEL PRODUCTS, INCLUDING WITHOUT LIMITATION

DAMAGES OR LOSSES CAUSED BY THE ACTIONS, INACTION AND/OR NEGLIGENCE OF THE RELEASED PARTIES. IN NO EVENT WILL CITADEL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR CONNECTED TO THE INSTRUCTION AND/OR MATERIALS OR TO ANY USE OR MISUSE OF CITADEL PRODUCTS, WHETHER IN STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY. _____ [initial here]

5. I agree that I WILL NOT SUE, MAKE A CLAIM, COMMENCE ANY LEGAL PROCEEDING OR INVESTIGATION OR OTHERWISE TAKE (OR CAUSE OR ALLOW ANY OTHER PARTY TO TAKE ON MY BEHALF) ANY LEGAL ACTION AGAINST THE RELEASED PARTIES, or any of them, for any damages or losses whatsoever sustained as a result of my participation in the Training Program. _____ [initial here]
6. I agree to indemnify and hold harmless the Released Parties from and against any and all claims, damages, losses and liabilities including without limitation attorneys' fees and expenses and costs of enforcement of this Agreement and Waiver, incurred by any Released Party in connection with any claim or action whatsoever relating to my participation in the Training Program or my use and application of Citadel Products. _____ [initial here]
7. Confidential Information. Applicator shall not disclose to any third party any confidential information provided by Citadel and shall ensure that no such confidential information is used for any purpose other than that approved by Citadel. Applicator shall not be bound by any confidentiality obligation with respect to information that can be proven to be or comes into the public domain through no fault of Applicator or was already known to Applicator. _____ [initial here]
8. If any paragraph, subparagraph, sentence or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, the balance of the Agreement shall remain in full force and effect. The terms of this Agreement shall be governed by Minnesota law. Applicator consents to the exclusive jurisdiction and venue of Minnesota courts to resolve any dispute arising under this Agreement. No failure or delay by Citadel in exercising any right hereunder shall act as a waiver thereof.
9. Respirator Breathing Device. It is required by Citadel Floor Finishing Systems that all training attendees have in their possession and wear an approved respirator breathing apparatus. It is in the best interest of all persons working with and handling any chemicals to strictly follow OSHA guidelines which include the use of a respirator. It is understood that the instructors may not be able to wear this device due to their need to communicate the application process. However, it is a requirement that all attendees adhere to this guideline. _____ (initial here)

* Paint and Pesticide Respirators are available through Citadel Floors for \$38.00. If you already own a respirator and would prefer to bring it, please do so.

I HAVE CAREFULLY READ THE ENTIRE CONTENTS OF THIS TRAINING AGREEMENT AND WAIVER. I FULLY UNDERSTAND THE ENTIRE CONTENTS HEREOF. I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS CONCERNING THE CONTENTS HEREOF AND THE CONSEQUENCES OF MY EXECUTION OF THIS AGREEMENT AND I HEREBY SIGN SAME VOLUNTARILY AND OF MY OWN FREE WILL.

(Print Name of Participant/Applicator)

(Participant/Applicator signature)

Date: _____, _____