

Mountain Productions
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**MOUNTAIN PRODUCTIONS' 2012 HOIST SCHOOL
RELEASE AND INDEMNIFICATION**

THIS RELEASE AND INDEMNIFICATION is executed by the undersigned (the "Releasor") and is given release to and indemnify MOUNTAIN PRODUCTIONS, INC., its agents, employees, successors and assigns of 80 New Frederick Street, Wilkes-Barre, Luzerne County, Pennsylvania ("Releasee").

In consideration of and as a prerequisite to being permitted to register and participate in a training session (hereinafter referred to as the "Hoist School") to be conducted by Releasee on dates to be announced, during which Releasee shall provide instruction to Releasor in the use and operation of chain hoists and similar equipment, Releasor does hereby voluntarily and knowingly execute this Release and Indemnification with the express intention of extinguishing any obligations, liabilities or claims which might arise as a result of such instruction.

Releasor enters into this Release and Indemnification with the intention of binding himself, his spouse, his heirs, legal representatives and assigns, and hereby expressly releases and discharges Releasee, its successors and assigns, from all claims, demands, judgments, obligations and liabilities, that Releasor now has, or may have, whether known or unknown, whether anyone claiming through or under him has or may have against Releasee, created by or arising out of the participation in the activities of Hoist School including, but not limited to, the operation of equipment located on or off the Releasee's property, whether owned by Releasee or others, or the use of the instructional techniques learned at the Hoist School.

The undersigned does hereby indemnify, defend and hold Releasee harmless from and against any and all losses, damages, liabilities, injuries, or expenses (collectively, the "Indemnified Harms"), cause by or resulting, whether directly or indirectly, whether due to the Releasee's negligence or otherwise and whenever occurring, relating to or involving the Hoist School or the use of any of the Hoist School instructions or techniques at any time, including, but not limited, to personal injury or death resulting to Releasor or to others, from or occurring during or at any time after the Hoist School related to the use or operation for which instruction was provided.

The term of this Release and Indemnification Agreement shall be binding upon the undersigned, his heirs, legal representatives, and assigns, forever, and shall insure to the benefit of MOUNTAIN PRODUCTIONS, INC., its successors and assigns, forever.

IN WITNESS WHEREOF, Releasor has executed this Release and Indemnification on this _____ day of _____, 20____.

WITNESS

RELEASOR

Signature

Signature

Name

Name