

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In return for being permitted to use equipment manufactured or provided by Atlas Devices, LLC (“Atlas Equipment”), I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** Atlas Devices, LLC, its directors, officers, employees, partners, affiliates, and agents (“Atlas”), from liability **from any and all claims, including the negligence of Atlas**, resulting in personal injury (including death), accidents or illnesses, and property loss or damage, in connection with my use of Atlas Equipment, and any and all other equipment used in conjunction with Atlas Equipment.

Use in Accordance with User Manual: I acknowledge that I have carefully read and am familiar with the provisions of the current User Manual of the Atlas Equipment, and am familiar with best practices for safety in climbing and technical rope, ladder and related access operations. I agree to use the Atlas Equipment only in accordance with the procedures, design specifications, and warnings set forth in such manual and in accordance with the appropriate best practices and safety procedures for technical rope, ladder and related access operations. In addition to any other releases contained in this Agreement, I waive and release Atlas from any liability for injuries or damages caused by any deviation from the above.

Assumption of Risks: Use of Atlas Equipment carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as disfigurement, joint or bone injuries, and concussions, to 3) catastrophic injuries such as paralysis and death. I understand that the Atlas Equipment contains high speed, high power rotary components which impose additional risks and additional safety requirements over and above those normally associated with ordinary technical rope operations. I am fully familiar with the risks associated with the use of the Atlas Equipment and hereby assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold Atlas harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my use of the Atlas Equipment, and to reimburse Atlas for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I confirm that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

User Name (print)

User Signature

Date