

## LIABILITY WAIVER AND RELEASE

### BY SIGNING THIS DOCUMENT YOU WILL WAIVE LEGAL RIGHTS INCLUDING THE RIGHT TO SUE

I, the undersigned, wish to participate in the “**Sales Person Real Estate License Class**” (the “Class”) at 1965 Glynn Avenue, Brunswick, Georgia 31520 (the “Location”) with the classroom provided by **Coldwell Banker Access Realty, a Corporation** organized under the laws of the State of Georgia (“Hosting Company”) and provided by “The Academy for Real Estate Education and Consulting” (AREEC) or the “School”.

I wish to participate in the Class at the Location, and hereby assume all risks of engaging in the Class. I also hereby hold harmless and release Hosting Company and the School, its members, managers, employees and agents, as well as Thomas Woiwode in his individual capacity (collectively, “Indemnitees”) and indemnify each of them from and against any and all loss, claim, cause of action, lawsuit, damage, **liability**, cost or expense whatsoever which any of them may incur arising out of or in connection with my participation in the Class at the Location, including but not limited to the possibility that COVID-19 may be transmitted during the Class despite the use of masks and proper social distancing by all persons attending the Class.

I further agree that I shall abide by all social distancing and other recommendations, if any, provided by the Hosting Company at all times during the Class and all time that I am at the Location. I understand and acknowledge in the event government mandates put in place after the start of the class will be adhered to by the school, and should such mandates prevent the continuance of the class in its traditional format, alternative means of delivery shall be offered. I understand and acknowledge that such mandates are through no fault of the School or the Hosting Location, and I will not hold the school or the hosting location liable for mandates of outside governing authorities.

I hereby certify that I am at least 18 years of age (or, if less than 18 years of age, have caused this **Liability Waiver** and Release to be signed by my parent or legal guardian), I agree that neither I nor any member of my family will sue any Indemnitee because of my participation in the Class or my presence at the Location at any time, and I understand that this Release shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Liability Waiver and Release.

This **Liability Waiver** and Release shall be governed by the laws of the State of Georgia, and that any action, claim or proceeding under this **Liability Waiver** and Release shall be commenced exclusively in the courts of Chatham County, Georgia. This **Liability Waiver** and Release may not be revoked, terminated, or amended verbally, but only by a written instrument signed by me and an authorized representative of Hosting Company. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

The School and Hosting Company is unaware of specific health conditions of participants in the class. All participants shall make personal health decisions in their own interest, and shall take all precautions consistent with their own personal health concerns and shall not rely upon advice of others, including the members, managers, employees, and instructors of the School or the Hosting location. Participation in the class is a free will choice of the participant.

I HAVE READ AND UNDERSTOOD THIS **LIABILITY WAIVER** AND RELEASE, HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THIS **LIABILITY WAIVER** AND RELEASE, AND I AM AWARE THAT BY SIGNING THIS **LIABILITY WAIVER** AND RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST HOSTING COMPANY and SCHOOL, ITS MEMBERS, MANAGERS, EMPLOYEES AND AGENTS.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Participant:

SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS LESS THAN 18 YEARS OLD: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name and Phone # of Emergency Contact: \_\_\_\_\_

Signature of School Representative authorized to sign on behalf of the School and Hosting

Location: \_\_\_\_\_