

INGERSOLL-RAND COMPANY
Lake Norman YMCA Triathlon Presented by Ingersoll Rand
GENERAL RELEASE AND INDEMNIFICATION

I, _____, (“Participant”) am a participant in the **Lake Norman YMCA Triathlon Presented by Ingersoll Rand** (“Event”) held on Ingerson-Rand Company, or one of its parents, subsidiaries, or affiliates, (collectively, the “Company”) property on **August 26, 2017**, and/or I have lawful care and custody of any minor(s) (as defined in NCGS Section 48A-2) with me while on Company property who may be participating in the Event (“Minor”). I voluntarily execute this general release and indemnification with respect to myself and any Minor (the “Release and Indemnification”).

Whereas the **Ingersoll Rand - Davidson Campus** of the Company agreed to permit certain persons to participate in the Event (“Event Participants”) and to enter Company property for the benefit of Company employees or citizens of the local community;

Whereas, the Company has made available its property and other equipment (the “Equipment”) to be used solely for purposes of the Event and by Event Participants;

Whereas I desire to participate in the Event and/or have Minor(s) either participate in the Event or accompany me while on Company property; and to use the Equipment during the Event, in accordance with the Company directions and Event terms and conditions;

NOW, THEREFORE, in consideration of the acts and promises contained herein, I understand, acknowledge, represent and agree that:

1. The Event may be potentially hazardous which carries inherent risks to myself and others, and that such inherent risks may range from minor to catastrophic injuries, including disability, paralysis or death which may result from, be caused by, in whole or in part, my or the Minor(s)’ acts or omissions, the acts or omissions by other persons, the acts or omissions of the Company, or due to conditions in which the activity takes place while participating in the Event. I acknowledge that I or any Minor should not participate in the Event if I and/or any Minor have a known medical condition that would prevent or otherwise limit my or such Minor’s participation in the Event. Further, I represent that I and/or Minor have no known medical condition that would prevent or otherwise limit my or such Minor’s participation in the Event. I expressly assume all risk whatsoever for personal injuries to myself and for any Minor while on Company property, or to any third party related to, or arising out of, my and/or Minor’s participation in the Event or while on Company property.

2. With respect to any Minor, that I: (i) am the parent of such Minor and have lawful custody of such Minor while on Company property, or (ii) am lawful guardian of such Minor and have lawful custody of such Minor while on Company property, or (iii) have proper and appropriate consent from the Minor’s parents or legal guardians to have custody of such Minor, to participate in the Event and to be on Company property.

3. I forever release, waive, covenant not to sue, and discharge the Company, its parent, subsidiaries, affiliate, directors, officers, shareholders, employees and agents and their assigns and successors (the “Released Parties”), from and against any and all claims, demands, rights, causes of action, losses, liabilities, costs (including attorney fees) of whatever nature or kind, including, but not limited to, any and all known and unknown, foreseen and unforeseen

bodily and personal injuries up to death, damage to property, direct and indirect, consequential, incidental, special and punitive damages (“Damages”) arising from my and/or the Minor’s: (i) use and operation of the Equipment, (ii) participation in the Event (including acts or omissions from any other Event Participants), and (iii) while on Company property.

4. I shall defend, indemnify and hold the Released Parties from any and all claims, debts, demands, actions, causes of action, warranties, bonds, covenants, contracts, agreements, promises, omissions, variances, Damages, whatsoever, whether in statutory or common law, whether in law or equity, whether known or unknown, and whether under any existing or future theory of recovery which may derive from, relate to, or arise out of, my and/or the Minor’s: (i) use and operation of the Equipment, (ii) participation in the Event (including acts or omissions from any other Event Participants), and (iii) while on Company property.

5. I and any Minor under my care and custody are reasonably capable of using and operating the Equipment within the intended purpose of the Event and that I and any Minor will conduct ourselves in a responsible manner.

6. To be responsible for any damage to the Equipment resulting from my and/or the Minor’s negligent or wrongful use or operation of the Equipment, such damages shall include, but are not limited to, repairs, parts, and replacement costs (but, shall exclude ordinary wear and tear).

7. With the exception of routine maintenance of the Equipment, the Company is not responsible for the condition of the Equipment; therefore, my acceptance of the Equipment is on an “as is” basis. The Company hereby disclaims any and all express, implied and limited warranties, including with limitation those of fitness for a particular purpose, and the Company shall not be liable for consequential, incidental, or indirect damages caused by my or the Minor’s use of the Equipment.

8. To abide and comply with all Company directions, instructions, rules, policies and guidelines, including its safety, firearms and restricted access to certain Company property.

9. The terms contained in this Release and Indemnification shall inure to, and be binding upon, my and any Minor’s executors, administrators, heirs, next of kin, legal representatives, successors, and permitted assigns.

I acknowledge that I have read this Release and Indemnification carefully, and that I fully understand the meaning of its terms, conditions and legal consequences, and that I am signing this Release and Indemnification of my own volition, knowingly and voluntarily, without undue influence, coercion and duress, and with an opportunity to consult with my legal counsel.

Name of Event Participant

Print Name: _____

Dated: _____, 20_____