

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY

INITIALS: _____

TO: TRODAT MARKING LASER CANADA INC. and its affiliates and their respective directors, officers, shareholders, principals, employees, independent contractors, agents, representatives, successors and assigns, including but not limited to TROTEC MARKING CANADA INC. (all of whom are hereafter collectively referred to as the "Releasees").

DEFINITIONS

In this Release Agreement, the term "Laser Services" shall include but is not limited to the use and operation of Laser Machinery (hereinafter referred to as the "Machinery") and all ancillary activities, services, and use of the Machinery provided or arranged by the Releasees, including but not limited to the initial installation of the Machinery, and any periodic maintenance work done on the Machinery.

ASSUMPTION OF RISK

The Undersigned (as hereinafter defined) is aware that use of the Laser Services and the operation of the Machinery involves potential fire risks, dangers, and hazards including but not limited to: the ignition of flammable materials or mishaps as a result the mechanical or systematic failure of the Machinery, the possibility of incidental laser exposure; the possibility of damage caused by the use of improper materials in the Machinery; significant fire risks associated with the unattended or unsupervised use of the Machinery; and/or negligence of other persons or participants in the use of the Machinery.

In consideration of the Releasees installing the Machinery and permitting the undersigned to use the Laser Services, the Undersigned agrees to this release of claims and waiver of liability as follows:

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees installing the Machinery and permitting the Undersigned to use the Laser Services, I hereby acknowledge and agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that the undersigned and its affiliates and their respective directors, officers, shareholders, principals, employees, independent contractors, agents, representatives, successors and assigns (collectively referred to as the "**Undersigned**") have or may have in the future against THE RELEASEES, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that the Undersigned may suffer, resulting from the Undersigned's improper and/or unsupervised operation of the Machinery or use of the Laser Services.
2. The Undersigned acknowledges and understands that the Machinery should never be operated unattended or unsupervised, and that doing so creates a potential fire hazard.
3. The Undersigned acknowledges and understands that flammable materials should never be stored inside or in the immediate vicinity of the Machinery.
3. The Undersigned acknowledges and understands that some materials are not safe for laser processing and should therefore not be used in the Machinery. The Undersigned acknowledges and understands that the use of improper materials in the Machinery causes serious health and safety risks, and may damage the Machinery.
4. The Undersigned confirms that before operating the Machinery, the Undersigned will check with its material supplier in order to ensure that the material is safe for use in the Machinery.
5. The Undersigned acknowledges receipt of a digital copy of the operation manual for the Machinery, and that the Undersigned has read and understands the safety requirements for the proper and safe operation of the Machinery.

6. The Undersigned accepts all of the risks and the possibility of death, personal injury, property damage (including fire damage) and loss resulting from the unsupervised and/or improper use of the Laser Services.
7. The Undersigned confirms that the Undersigned has read over this Release before signing, that the Undersigned has been given a reasonable opportunity to review its terms with legal counsel, that the Undersigned understands it, and that it will be binding not only on the Undersigned.
8. The Undersigned hereby irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario and the Undersigned agrees that no other court or tribunal can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in Ontario and nowhere else.
9. **THE UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability to the fullest extent permitted by law for any property damage or personal injury or death to any third party resulting from the use of the Laser Services and the operation of the Machinery. The Undersigned hereby further agrees not to make claim or take any proceedings as against any other person, firm, corporation, partnership or legal entity who might claim contribution, indemnity or a claim under the *Negligence Act*, R.S.O. 1990, Chapter N-1, as amended, or other relief over against the Releasees discharged by this Release.

In entering into this Release Agreement, the Undersigned is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the use of the Laser Services or the Machinery, other than what is set forth in this Release Agreement. **THE UNDERSIGNED CONFIRMS THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE LASER SERVICES AND OPERATION OF THE MACHINERY AND THE UNDERSIGNED FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

THE UNDERSIGNED HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT THE UNDERSIGNED IS WAIVING CERTAIN LEGAL RIGHTS AGAINST THE RELEASEES.

Name:

Title: