



Southeast Louisiana Coalition of the Air Conditioning Industry Membership Form

-- Please Print --

Company Name: _____

Company Address: _____

Company Phone: _____ City: _____ Zip Code: _____

Member Name: _____

Personal Address: _____

Personal Phone: _____ City: _____ Zip Code: _____

Cell Phone: _____ Alt Phone: _____

E-mail Address: _____

Do you want your e-mail address added to our membership address list? Yes or No
(Circle one)

Note: All information will be considered confidential and under no circumstances beyond SELACACI membership purposes will this information be shared with anyone without your consent.

To become a member, you must sign the release/waiver/indemnity agreement below.

INDIVIDUAL PARTICIPANT RELEASE/WAIVER/INDEMNITY AGREEMENT

The undersigned ("Participant"), for the benefit of the Southeast Louisiana Coalition of the Air Conditioning Industry, Inc., a Louisiana non-profit corporation ("SELACACI) and Participant, and in consideration of the granting by SELACACI to attend and/or participate in present or future SELACACI activities, hereby agrees as follows:

1. Participant is fully aware and understands that: SELACACI intends to promote a robust discussion among members of the air conditioning ("A.C.") industry, but is not able to intensely regulate the accuracy of every statement or opinion expressed by its members or guests.
2. Participant further acknowledges that: the A.C. trade involves tools, materials, and forces that have the potential to cause physical injury or damage to health or property; A.C. work requires skilled, licensed, and insured professionals; the concepts discussed in the A.C. industry involve research as well as applied sciences; and state-of-the-art of A.C. work and its relation to other trades constantly evolves.

3. Participant is further aware and understands that: SELACACI promotes the safety of persons and property in connection with the A.C. industry, but actions that the Participant makes outside of SELACACI events is beyond the reasonable control of SELACACI; by way of example and not limitation: if the Participant learns of a technique at a SELACACI presentation and later engages in physically implementing that technique, the Participant takes full responsibility for the consequences.

4. Participant further acknowledges that: Participant has voluntarily and without compulsion or compensation by SELACACI decided to participate in SELACACI events; as a condition to Participant participating in the SELACACI events, SELACACI requires Participant to execute and deliver this Agreement; and, except as set forth herein, SELACACI has made no representation or warranty, express or implied, of any kind whatsoever relating to the subject matter of this Agreement.

5. PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT TO COMMENCE LEGAL ACTION AGAINST SELACACI, ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, CONTRACTORS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, RESULTING FROM OR IN ANY WAY RELATED TO ANY DEATH, BODILY INJURY, OR DAMAGE TO PROPERTY, GOOD WILL, OR ABILITY TO CONTRACT INCURRED AT, CONNECTED WITH OR AS A RESULT OF PARTICIPATION IN SELACACI EVENTS, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

6. Participant hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs and expenses, including attorneys' fees, that the Released Parties may incur in connection with or arising out of any statement, action, or failure to act by SELACACI during or in connection with or in any way related to Participant's participation in SELACACI's events, excepting such claims caused by the sole negligence of the Released Parties.

7. PARTICIPANT VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RISKS, HEREBY ASSUMES FULL AND COMPLETE RESPONSIBILITY RESULTING FROM INFORMATION OBTAINED THROUGH AND ACTIONS TAKEN IN RELIANCE ON INFORMATION CONNECTED WITH, OR IN ANY WAY RELATED TO PARTICIPANT'S PARTICIPATION IN SELACACI EVENTS.

8. Participant further acknowledges that: Participant's participation in SELACACI events is the result of a non-exclusive license granted by SELACACI; Participant is considered a licensee with respect to SELACACI; Participant's participation in SELACACI events by itself shall in no way constitute Participant as an agent, partner, joint venturer, or any other such legal status that legally could bind SELACACI as a result of Participant's actions; and, Participant shall have no authority whatsoever to bind SELACACI in any way.

9. This Agreement shall be deemed a contract made under the laws of the State of Louisiana and shall be construed and enforced in accordance with the laws of Louisiana.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, the Released Parties, their heirs, executors, successors and assigns.

11. In the event any provision of this Agreement is held invalid, the remaining portions of the Agreement shall remain in full force and effect. The release, waiver and indemnity provisions contained herein are intended by the parties to be as broad and inclusive as permitted by law and shall be interpreted accordingly.

I, the undersigned, have read and understand the above terms and execute this Agreement as of the day of _____, 20____.

PARTICIPANT:

(Signature)

(Print Name)