

THREE RIVERS MANUFACTURERS' ASSOCIATION
1615 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60435

EMPLOYEE TRAINING AGREEMENT

_____ (full name of person receiving training) (who for convenience is sometimes referred to as "*Employee*") and Three Rivers Manufacturers Association, an Illinois not for profit corporation ("*TRMA*") for valuable consideration, including providing training to the Employee, the receipt and sufficiency of which is acknowledged agree and represent as follows:

Employer: The Employee is employed by _____ (full name of employer) (who for convenience is sometimes referred to as "*Employer*") who has directed the Employee to take specific job required safety related training course(s) from TRMA.

Employee Training: TRMA offers various safety training courses ranging from computer based learning to actual "hands on" training which could involve strenuous physical exertion and activity, including climbing ladders and scaffolding, walking on elevated structures, using safety harnesses and equipment, and lifting, which could present significant medical risks, injury or death. Employee represents to TRMA and the Employer that he/she has no medical, physical, or other type of impairments, limitations or restrictions that would prudently preclude Employee from participating in the TRMA training course and is "fit for duty" to fully and actively participate in it. TRMA has the right to deny training to or to remove the Employee from the course and TRMA facilities if, in TRMA's sole discretion, the Employee's participation or presence is detrimental to the Employee or the services TRMA is providing. TRMA will use reasonable and good faith efforts to suitably train the Employee in the specific safety training course which the Employee is enrolled. Employee acknowledges he/she can stop his/her training at any time and for any reason. TRMA will report to the Employer whether the Employee successfully completed the course. Employee will report to the TRMA instructor any incident or injury related to this training prior to leaving the TRMA facility.

Policies and Procedures: Employee will comply with TRMA's policies, rules, fee schedules and procedures as from time to time adopted.

Release, Indemnification and Hold Harmless: To the fullest extent allowed by law, the Employee for himself/herself and his/her heirs, representatives, administrators, executors, agents and assigns (collectively "*Employee*") releases, indemnifies and holds TRMA and its directors, officers, employees, agents, representatives, successors and assigns (collectively "*TRMA*") harmless and will pay all of its costs, expenses and fees, including attorney, expert, witness and consultants from any damages, claims, demands, suits, proceedings, actions, judgment, awards for property damage, bodily or personal injury or death which has any legal or factual relationship or connection with the Employee use or occupy of a TRMA related facility, the use of equipment or devices TRMA uses in its training or TRMA's training, safety training or instructional courses. However, if a Court of competent jurisdiction finds and determines this TRMA safety training course falls within the provisions of 740 ILCS 35/1, then the Employee is not obligated to indemnify or hold the identified party harmless from its own negligence.

Severability/Entire Agreement: This Agreement is severable. If any provision in this Agreement is deemed to be unenforceable by a Court for any reason under law, such determination will not affect the enforceability of all remaining provisions. This is the entire agreement of the parties.

Dated at Joliet, Illinois this ____ day of _____, 20____.

Employee Signature

Witness

Three Rivers Manufacturers' Association,
an Illinois not for profit corporation

By: _____
Its duly authorized agent