



Natural Gas Technician Certificate Program Agreement and Release of Claims

In consideration of my being permitted to participate in the Hudson Valley Community College Workforce Development Institute (WDI) Natural Gas Technician Certificate Program (“Program”) in partnership with National Grid Service Company, Inc. (National Grid) and on behalf of it and its affiliates at its Schenectady Learning Center in Schenectady, NY, I, the undersigned, residing

at _____, do hereby on behalf of myself and my heirs, executors, administrators, legal representatives, successors and assigns, irrevocably and unconditionally, assume all risks and hazards related to my participation in the Program and agree not to make a claim against, sue or bring any charges or cause(s) of action against the State of New York, State University of New York, Hudson Valley Community College and National Grid, its parents, subsidiaries and affiliates, and their officers, directors, employees agents, servants and assigns (collectively Released Parties), now or in the future, for any damages, costs, expenses, losses or injury including without limitation, wrongful death and bodily injury, any injury to property, real or personal, whether known or unknown, arising out of any of the undersigned’s activities or participation in the Program, whether caused by the negligence of Released Parties, or otherwise, with the exception of any claims covered by applicable Workers’ Compensation laws.

In addition, I, _____, voluntarily release, waive and discharge Released Parties from all claims, demands, causes of action, suits and liabilities of any kind and nature; known or unknown, asserted or unasserted including but not limited to, wrongful death and bodily injury, or any injury to property real or personal, arising out of or related to my activities or participation in the Program whether caused by the negligence of Released Parties or otherwise, with the exception of any claims covered by applicable Workers’ Compensation laws.

I understand and agree that this Agreement and Release of Claims covers all known, unknown, or unforeseen claims and the consequences thereof, notwithstanding the provisions of any law or ordinance to the contrary (including any claims covered by applicable Workers’ Compensation laws), and I specifically waive any rights accruing thereunder.

I agree for myself and my heirs, executors, administrators, legal representatives, successors and assigns that if any claim for personal injury, death, or property damage is prosecuted against Released Parties as a direct or indirect result of my activities or participation in the Program (other than any claims covered by applicable Workers’ Compensation laws), I shall indemnify and save harmless Released Parties from all such claims, causes of action or damages, including attorneys’ fees, by whomever made and wherever presented.

Agreement and Release of Claims

I understand I will have to pass the National Grid Pre-Entry Physical Assessment prior to acceptance in the Program and I will have to perform physical tasks as part of the required Program curriculum. Physical tasks include but are not limited to performing excavation / backfilling and the use of various pneumatic / hand tools including jackhammers and rotary drills, etc. I understand and agree that prior to participating in the Program and prior to signing this Agreement and Release of Claims, I have consulted my health care provider about any potential risks associated with my participation in the Program.

I further state that there is no medical condition which I am aware of or should be aware of that, with or without reasonable accommodations, would prevent me from participating in the Program.

I THE UNDERSIGNED ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF CLAIMS, I FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND RELEASE OF CLAIMS, AND I HAVE VOLUNTARILY CHOSEN TO SIGN THIS AGREEMENT AND RELEASE OF CLAIMS.

Signature

Date

Witness

Date