

**WAIVER AND RELEASE OF LIABILITY**

The undersigned (referred to as “*I*” or “*me*”) desires to use the athletic facilities (the “*Activity*”), including, without limitation, the weight room, pickle ball courts and golf simulator, at the Carlson Tool & Manufacturing Corp., a Wisconsin corporation (the “*Company*”) location at W60 N171 Cardinal Avenue, Cedarburg, Wisconsin. This waiver and release also includes Carlson Tool Properties LLC in the definition of “*Company*.” In consideration of being permitted by the Company to participate in the Activity, which I desire, but am not required, to participate in, and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this “*Release*”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I UNDERSTAND THAT THE COMPANY DOES NOT REQUIRE ME TO PARTICIPATE IN THE ACTIVITY. I HEREBY ACKNOWLEDGE THAT I KNOW OF NO MEDICAL REASON WHY I SHOULD NOT PARTICIPATE IN THE ACTIVITY. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE. I ALSO UNDERSTAND THAT, CONSISTENT WITH COMPANY POLICY, NO DRUGS OR ALCOHOL WILL BE COSUMED DURING THE ENTERTAINMENT ACTIVITIES ANYWHERE IN THE NORTH PLANT.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, shareholders, successors, and assigns (collectively, “*Releasees*”), arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE. FURTHER, THIS RELEASE APPLIES TO ANY MINOR CHILDREN WHEN THEY ACCOMPANY ME FOR ANY OF THESE ACTIVITIES.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN THIS FORM TO THE CHIEF FINANCIAL OFFICER (Mark Dundon)**