



**5523 Hoover Avenue
Trenton, Michigan 48183**

WAIVER OF LIABILITY AND CONFIDENTIALITY AGREEMENT
FOR ALL VISITORS TO TRENTON FORGING CO. FACILITIES
For participants 18+ years of age or older

1. In consideration for receiving permission to be on the premises of Trenton Forging Company (hereinafter, "TFCO"), I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE, and further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS, TFCO, as well as its officers, employees, agents, and shareholders (hereinafter "Releasees") from any and all liability claims, costs, expenses, attorney fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or of any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while voluntarily on the TFCO premises.
2. I am fully aware of and acknowledge that the manufacturing activities taking place on TFCO premises pose risks for visitors including myself, that could result in damage or destruction of property, serious personal injury, or even death.
3. I will abide by all safety directives, signs and regulations, stay within designated areas of the facility per the established tour, and will not leave the touring party without an escort by a TFCO authorized employee.
4. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being on TFCO premises, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
5. It is my express intent that this WAIVER OF LIABILITY AND CONFIDENTIALITY AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative(s) if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this WAIVER OF LIABILITY AND CONFIDENTIALITY AGREEMENT shall be construed in accordance with the laws of the State of Michigan.
6. During the facility tour(s), I will observe TFCO's business operations. As such, I may gain access to some of TFCO's Confidential Information as defined below. Accordingly, as a condition of, and in consideration for, touring TFCO facilities, I agree that:

- (a) The term “Confidential Information” shall include all of TFCO’s trade secrets and information that concerns the confidential business or affairs of TFCO, including but not limited to financial information and reports, business plans and practices, design and construction plans, manufacturing processes, intellectual property (whether patented or not), customer information, employee data, forecasts, strategies, and all other information a reasonable person would consider proprietary business information.
- (b) In the course of, or incident to, the tour of TFCO facilities, I may be provided or exposed to TFCO’s Confidential Information.
- (c) I agree to hold the Confidential Information in the strictest confidence and will exercise at least the same care with respect thereto as I would exercises with respect to my own confidential or proprietary information.
- (d) I will not without TFCO’s consent use, divulge, copy, release, sell, loan or otherwise reveal such Confidential Information to others.
- (e) I will not remove any document, equipment or other materials from the premises without TFCO’s written consent, nor will I photograph, video, or otherwise make any record of or preserve any Confidential Information to which I may be given access during the facility tour(s).
- (f) I understand that any breach of these Confidentiality obligations may subject me to legal liability.

7. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read this WAIVER OF LIABILITY AND CONFIDENTIALITY AGREEMENT, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate and complete consideration, fully intending to be bound by same.

SIGNED on this ____ day of _____, 20__.

Signature

Printed Name

Company