

ASSERT, LLC

WAIVER

ACKNOWLEDGEMENT, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

Request for Services: I, the undersigned individual, hereby request that ASSERT, LLC (hereinafter “ASSERT”) permit me to participate in and provide me with risk assessment, education, instruction, training, and/or the like (hereinafter “Services”) relative to active shooter, conceal carry, Simunition, violent or potentially lethal threats, self-defense, and/or other similar types of situations. I affirmatively state and declare that such Services are valuable to me, and I desire to participate in and benefit from such Services.

Release, Acquittal, Discharge, Indemnification, Defense, and Hold Harmless Agreement: In consideration of the valuable Services provided by ASSERT as well as other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby agree to and shall, at my sole cost and expense, completely, fully, and forever release, acquit, discharge, indemnify, defend, and hold harmless ASSERT of, from, and against any and all past, present, or future claims, demands, obligations, actions, causes of actions, rights, damages, fines, penalties, costs, losses of services, indemnity, contribution, expenses, and compensation of any nature whatsoever, whether based in tort, contract, or any other theory of recovery, which now exists and/or which may hereafter accrue, or otherwise be acquired, on account of or may in any way grow out of the following: (1) ASSERT’S Services provided to me; (2) my use and/or misuse of the Services and information provided by ASSERT; (3) any active shooter situation with which I am involved or I encounter; (4) any situation encountered by me involving threats, deadly force, and the like; (5) my use of concealed weapons; (6) my use or misuse of written materials and other resources provided by ASSERT; (7) my use or misuse of active shooter kits, Kevlar vests, and the like provided/sold by ASSERT; and (8) any situation, circumstance, or event that relates in any way to topics addressed by ASSERT during the Services it provides to me. This acquittal, discharge, indemnification, defense, and hold harmless agreement includes, without limitation, any and all known or unknown claims for past, present, future, and permanent death, wrongful death, injuries, damages, physical pain, physical suffering, bodily and personal injuries, physical injuries, emotional injuries, emotional pain, emotional suffering, anxiety, depression, compensatory damages, general damages, special damages, punitive damages, exemplary damages, consequential damages, physical injuries, surgical complications, additional procedure(s) and treatment, extended hospitalization(s), scarring, disfigurement, disability, handicapped and accessibility expenses, inconvenience, emotional distress, loss of enjoyment of life, loss and/or impairment of capacity to enjoy life, shortened life expectancy, deprivation of a chance of recovery, mental anguish, embarrassment, humiliation, medical and healthcare expenses, pecuniary loss, attorney fees and costs, court fees and costs, expenses, pre- and post-judgment interest, and all economic, non-economic, and other injuries, damages, penalties, fines, and expenses recoverable under the law. This Paragraph and the contents thereof are intended to and do apply to any and all potential damages, injuries, causes of action, and claims that could be asserted against ASSERT by virtue of the matters described herein.

Acknowledgement of Inherent Risk and Danger: I expressly acknowledge and agree that circumstances involving active shooters, shooting threats, conceal carry, personal threats, violent threats against persons or businesses, self-defense, defending against deadly forces, and other similar types of situations about which ASSERT provides Services have inherent dangers and risks that can neither be completely anticipated nor prevented. I further expressly acknowledge and agree that, though I have requested the services of ASSERT to provide Services with respect to these inherently dangerous situations, ASSERT cannot guarantee my safety and well-being, and ASSERT cannot guarantee the safety and well-being of third persons. Further, I expressly acknowledge and agree that, while ASSERT’S services will assist with increasing awareness, education, training, and even survival during such situations, ASSERT cannot and does not grant any guaranties or warranties with respect to its services. In that regard, the I agree and stipulate that ASSERT has not given any guarantees or warranties with respect to its services, and ASSERT has not made any representations about its services with respect to these matters. I expressly acknowledge and agree that such situations carry inherent dangers to me,

as well as anyone in the immediate danger zone, regardless of the quality and quantity of the Services. Nevertheless, I request these Services from ASSERT.

Disclaimer Regarding Written Materials and Other Resources: I acknowledge that, throughout the performance of Services, ASSERT may provide me with written materials, web-links, and other resources (hereinafter “Materials”) to supplement ASSERT’S Services. I specifically stipulate and agree that none of the said Materials create a contract between me and ASSERT. Further, I specifically stipulate and agree that nothing contained within the Materials shall be construed as establishing a warranty, guarantee, or anything of the sort. Rather, I specifically stipulate and agree that all such Materials are to be utilized as a secondary resource for educational purposes only. I acknowledge and agree that ASSERT is not and has not made any representations as to the accuracy or reliability of the information contained in such Materials.

Disclaimer Regarding Certificates: Following the performance of Services, ASSERT may supply me with Certificate(s) of Completion signifying completion of an educational and/or training program. I specifically stipulate and agree that none of the said Certificates create a contract between me and ASSERT. Further, I specifically stipulate and agree that nothing contained within the Certificates shall be construed as establishing a warranty, guarantee, or anything of the sort. Rather, I specifically stipulate and agree that all such Certificates are to simply indicate that I completed an educational and/or training program, and such Certificates do not qualify or permit me to serve as an instructor or educator in the topics covered. I further understand that receipt of a Certificate(s) does not make me an expert on the topics covered, and it does not make me certified/qualified in those topics. Rather, the Certificate(s) simply denotes completion of the program.

Disclaimer regarding Active Shooter Kits, Other Kits, or Other Items: If, as part of and/or incident to my participation in ASSERT’S Services, I purchase any items from ASSERT such as an Active Shooter Kit, Kevlar vests, or any other product, I specifically acknowledge and agree that ASSERT makes no warranty or representation with respect to the same. I further specifically acknowledge and agree that despite having such items, active shooter and other similar situations pose an inherent danger and risk that cannot be completely alleviated by such items, and, occasionally, the results of such situations cannot be affected or mitigated at all by such items.

Right to Seek Legal Counsel: I hereby acknowledge that, before signing this legal Document, I read all of its contents. I further state, declare, and acknowledge that I had the opportunity to seek legal counsel and advice concerning the matters set forth herein before signing this Document.

IN WITNESS WHEREOF, I have caused this Acknowledgment, Release, Hold Harmless, and Indemnification Agreement to be executed on the day and year first set forth below.

IMPORTANT NOTICE: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE READ, UNDERSTOOD, AND AGREE WITH ITS CONTENTS

(Print Name Legibly)

(Signature)

(Date of Signature)

(Date(s) of Services provided by ASSERT)