

TRAINING SERVICES AGREEMENT

APPENDIX B: PROVIDER'S TERMS AND CONDITIONS FOR THE STUDENTS

Terms and Conditions for Receiving Training from Defensive Applications Training Group, LLC.

Students (hereinafter referred to as You/Your) attending training conducted by Defensive Applications Training Group, LLC (hereinafter referred to as Provider) are subject to the following terms and conditions:

1. Signing below and attending a training event implies Your acknowledgement and consent to these terms and conditions.
2. You will receive only the training for which You both expressly enrolled and paid the full purchase price.
3. Enrolling in a single training event provides access to a single training session. Training session may include a combination of lecture, practical exercises, and additional activities. Additional activities may include, but are not limited to the following: lying down, kneeling, crouching, standing, walking, climbing stairs, jogging, running, use of simulated firearms and ammunition, use of live firearms and ammunition, use of personal protective equipment, and testing for certification in accordance with applicable licensing agreements.
4. You agree to indemnify and hold harmless the Provider for any claims, liabilities, injuries, illnesses, or expenses resulting from Your participation in any applicable training session conducted by the Provider.

To the maximum extent permitted by applicable law, in no event shall the Provider be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the attendance of, or inability to attend, a training session.

To the maximum extent permitted by applicable law, the Provider assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) physical or personal injury or property damage, of any nature whatsoever, resulting from Your access to or use of our service; and (iii) any unauthorized use of knowledge, techniques, methods, skills or any other instrument put forth in a training session, for illegal, immoral, and/or unethical purpose(s).

TRAINING SERVICES AGREEMENT

5. You acknowledge and agree that the Provider provides training and training resources, but that the Provider cannot guarantee Your safety after attending a training event.
6. You agree to abide by the following Classroom Attendance Policies:
 - Silence Cellphones
 - Please turn all ringers, sounds and alarms to silent or vibrate.
 - If you need to take a call, please leave the classroom and do so quietly and with as little disturbance as possible.
 - No Sidebar Conversations
 - Please do not speak with/to other students when the instructor is speaking.
 - No Speaking out of Turn
 - If there is a question, or if you need clarification, please raise your hand, and wait to be acknowledged.
 - Please limit commentary. If you believe that you have a pertinent comment, please raise your hand, and wait to be acknowledged.
 - Limit Vulgarity and Foul/Offensive Language
 - Excessive foul language, vulgar, and/or offensive language will not be tolerated. What does and does not constitute "foul," "vulgar," "offensive," and "excessive" will be subject to the determination of the instructor.
 - Politeness and courtesy to the instructor and to other students shall be maintained at all times.
 - Remain Trainable
 - We understand that students may range anywhere from first-timers to subject matter experts. If you believe that you are better trained than the instructor, you are free to leave the class of your own volition. Should you choose to challenge the instructor's knowledge and/or method(s), please do so respectfully and professionally. If you choose to remain in the class, please be considerate of you fellow students and help to maintain an environment that is conducive to learning.
 - Repeated disruptions will be asked to leave the class (with no refund).
 - Repeated violations of any of these policies shall result in terminating your class attendance and forfeiting your purchase amount for the training.
7. We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these terms periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access the service.
8. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and

TRAINING SERVICES AGREEMENT

enforced in all respects solely and exclusively in accordance with the internal substantive laws of the state of Texas without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and You hereby consent to them being decided exclusively by a court of competent jurisdiction located therein.

Student:

Print Name

Sign Name

Today's Date

