

Threat Spectrum Product and Services Agreement
version 10-2018

This Threat Spectrum Product and Services Agreement (“**Agreement**”) is entered into between Threat Spectrum Inc. (“**Threat Spectrum**”) and the client identified below (“**You**”). THIS AGREEMENT CONTAINS IMPORTANT TERMS AND CONDITIONS REGARDING THE PRODUCTS AND SERVICES (AS DEFINED BELOW), INCLUDING A WAIVER AND RELEASE OF LIABILITY AND AN INDEMNITY AGREEMENT TO WHICH YOU WILL BE BOUND, AND UNDER WHICH YOU WILL BE WAIVING IMPORTANT LEGAL RIGHTS; PLEASE READ IT CAREFULLY. BY PURCHASING ANY PRODUCTS OR SERVICES AND/OR PARTICIPATING IN ANY SERVICES, YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT WITH THREAT SPECTRUM. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO AND MAY NOT PURCHASE ANY PRODUCTS OR SERVICES OR PARTICIPATE IN ANY SERVICES.

The parties agree as follows:

1. Definitions.

(a) “**Applicable Law**” means all applicable federal, state, and local laws and regulations relating to the Products, Services, and/or the activities contemplated by this Agreement.

(b) “**Cybersecurity Services**” means services relating to information technology, network security, digital privacy, digital asset acquisition and storage, and home and office security, including online account security and password management, antivirus, firewall, and VPN software setup and configuration, and/or cryptocurrency purchase and wallet management.

(c) “**Disaster Preparedness Consulting**” means services relating to providing guidance and training in wilderness and urban survival skills, including techniques for sheltering in place, bugging out, enduring utility failure scenarios, disaster medicine, and/or food and water storage.

(d) “**Facilities**” means the location where the Services will be provided, including any training spaces, outdoor areas, buildings, and/or other facilities.

(e) “**Hand to Hand Combat Training**” means training services relating to the defense of self or others against violence that does not involve any weapons, including martial arts, self defense training, and/or fighting.

(f) “**Gear**” means, collectively, any weapons (training or otherwise), ammunition (live or training), gear, restraints, martial arts striking pads, safety equipment, safety glasses, hearing protection, blindfolds, target stands, flashlights, personal alarms, holsters, belts, props, first aid supplies, and/or other equipment that may be used during the Services.

(g) “**Instructor(s)**” means the individual or individuals who will provide the Services on behalf of Threat Spectrum, including any instructor and/or assistant instructor.

(h) “**Physical Security Consulting**” means services relating to performing a threat and risk assessment of persons and/or property and providing guidance on mitigation, including performing site surveys to identify security weaknesses in buildings, performing assessments of personal vulnerabilities, providing anti-custody and anti-abduction training, providing evasive driving training, and/or providing guidance on target hardening.

(i) “**Services**” means, collectively or individually as the context requires, all services offered by Threat Spectrum, including Cybersecurity Services, Disaster Preparedness Consulting, Hand to Hand Combat Training, Physical Security Consulting, and Weapons Training.

(j) “**Weapons Training**” means training services relating to the operation and use of one or more weapons and/or restraints and the provision of emergency traumatic wound care, including training related to conducted electrical weapons (such as stun guns and TASERS) (collectively, “**CEWs**”), firearms, pepper spray, bladed weapons, batons, ocular disruptors (such as strobe lights and lasers), acoustic weaponry (such as sirens and horns), and/or application of tourniquets and hemostatic gauze.

2. Services. You are not authorized to purchase or participate in any Services unless You meet all eligibility requirements and comply with all terms and conditions set forth in this Agreement that are applicable to such Services. Threat Spectrum reserves the right to refuse to sell or provide Services to anyone at any time for any reason. Without limiting the foregoing, Threat Spectrum is not obligated to sell or provide any Services to You if (a) You fail to meet any eligibility requirements, (b) You fail to comply with any of the terms and conditions of this Agreement, and/or (c) such sale or provision would violate any Applicable Law. Certain Services are subject to additional terms and conditions as further set forth in this Agreement; the terms and conditions applicable to a particular Service do not apply to You unless You purchase and/or participate in such Service.

(a) **Voluntary Participation.** You are not obligated to purchase any Services from Threat Spectrum under this Agreement. You acknowledge that Your participation in the Services is entirely voluntary and that You are free to end Your

participation in the Services at any time, provided that You comply at all times with any instructions provided by the Instructors, including all safety requirements and instructions.

(b) Additional Eligibility Requirements to Participate in Weapons Training. You represent and warrant that You meet all of the following eligibility requirements for participation in any Weapons Training:

(i) You are legally eligible to possess and use any weapons that will be used during Weapons Training, including any firearms, CEWs, and/or any ammunition, as applicable. Without limiting the foregoing, if the Weapons Training involves any CEW, You have reviewed all applicable regulations at <https://buy.taser.com/pages/state-requirements> and the chart of state statutes available at <https://axon.com/legal> or such other source as may be designated by Instructors, especially for the state of California and every state in which You intend to possess a CEW.

(ii) You have never been convicted of, nor are You currently under indictment or prosecution for, (a) any felony or misdemeanor under any Applicable Laws, (b) any crime involving an assault under any Applicable Laws, and/or (c) any misuse of a stun gun under California Penal Code Section 244.5.

(iii) You are not wanted for questioning or arrest by any law enforcement or government agency, and there are no warrants for Your arrest.

(iv) You are not subject to any restraining or protective order.

(v) If any of the above become untrue at any point in time, You must notify Threat Spectrum immediately and You acknowledge that You are no longer eligible to participate in any Weapons Training and shall cease all participation in Weapons Training.

(c) Participation by Minors. You must be at least 18 years of age to participate in any Services. If You are not 18 but will be at least 16 years of age by the scheduled date of the Services, You may participate only with written parental or legal guardian consent.

3. Your Obligations; Assumption of Risk.

(a) Compliance with Instructions. You must comply with all instructions, rules, and regulations applicable to the Services that are provided or otherwise communicated to You by the Instructors. You represent and warrant that You are mentally able and willing to provide Your full attention to the Instructors' safety lectures and demonstrations, ask questions, perform skills no faster than You are comfortable, and follow the prescribed safety rules. You must silence mobile devices during Your participation in the Services. You must ignore any mobile device notifications or other distractions of any kind during all safety and handling discussions with respect to Weapons Training and/or Hand to Hand Combat Training. All Services are provided by Instructors in English. Any inability to speak or understand English may impair Your ability to understand critical safety information and instructions. If You do not speak and understand fluent English, You are not authorized to participate in any Weapons Training and/or Hand to Hand Combat Training unless otherwise approved in writing by Threat Spectrum. You assume any and all risks associated with Your failure to comply with any of the foregoing.

(b) Mental Capacity; Intoxicating Substances. You represent and warrant that You are of sound mind and are fully capable of participating in the Services without posing a danger to Yourself and/or others. You further represent and warrant that You are not addicted to, and You are not and will not be under the influence of, any alcohol, drugs, and/or other intoxicating or mind altering substances, whether legal or illegal, that could in any way impair Your ability to safely participate in the Services, including any narcotics and/or hallucinogenic drugs. You are not eligible to and shall not participate in any Services if You do not meet the foregoing requirements. You assume any and all risks associated with Your failure to comply with any of the foregoing.

(c) Risk of Injury, Death, and Property Damage. You understand that the Services, including Weapons Training and Hand to Hand Combat Training, are inherently hazardous, and involve both known and unanticipated risks that could result in bodily injury (including wounds, paralysis, blindness, and/or hearing loss), death, and/or emotional injury (including emotional distress, shock, and/or post traumatic stress disorder) to You and/or other persons, as well as damage to, or destruction of, property. You understand that these types of risks cannot be eliminated without compromising the essential qualities of the violence defense activities included as part of the Services. YOU ACKNOWLEDGE AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, AND/OR PROPERTY DAMAGE ASSOCIATED WITH OR OTHERWISE RELATED TO YOUR PARTICIPATION IN THE SERVICES, INCLUDING YOUR USE OF ANY GEAR DURING THE SERVICES. Without limiting the foregoing:

(i) You acknowledge that You will not be authorized by the Instructors to, and You must not, voluntarily or intentionally expose Yourself and/or others to any weapons attack, including any discharge of any CEW, firearm, and/or pepper spray. You understand that firearms and CEWs are potentially lethal and are capable of serious bodily injury and intense pain. You understand that exposure to pepper spray may result in bodily injury, intense pain, wheezing, choking, asthma, asphyxia, drooling, crying, and/or other side effects. You understand that, despite the Instructors' efforts to the contrary, You may be unintentionally exposed to a weapon. You acknowledge and assume any and all risks associated with the use of and/or exposure to any weapons, including any injury, death, and/or property damage that may arise as a result of such exposure and/or use. You further acknowledge and assume

any and all risks that You or others may, by action or inaction, intentionally or unintentionally expose You and/or others to a weapon, whether during intentional firings as part of range exercises and/or unintentional exposure such as by negligent discharges.

(ii) If You will be using a TASER or other CEW, You must review the TASER manufacturer's "Citizen Warnings" included with the TASER and/or available online at <https://www.axon.com/legal>. The Citizen Warnings document includes additional information on specific risks associated with CEWs, including information on how potential injuries and death may occur. You acknowledge and assume any and all risks associated with CEWs.

(iii) Certain Services, including Hand to Hand Combat Training and Weapons Training, may expose You to bodily injury due to defensive techniques commonly used in mixed martial arts. With activities common of light contact mixed martial arts, with intent to simulate violent encounters, You may be grabbed, shoved, fall, or be asked to perform the same on others with a degree of restraint and control so as to not injure anybody. You understand that simulation of violent encounters necessarily involves simulated violent contact, and that accidents can and do happen. You acknowledge and assume any and all risks associated with Your participation in such Services.

(iv) Certain Services may require You to run, sprint, walk, climb, crawl, jump, and/or otherwise move in a manner in which You might not ordinarily move, including in environments with obstacles and/or outdoors and in other environments with uneven ground or terrain, and may result in bodily injury sustained from falls, trips, and/or collisions with walls, furniture, obstacles, other people, and/or the ground. You acknowledge and assume any and all risks associated with Your participation in such Services.

(v) Certain Services may include short durations of loud noise such as 120+ dB yelling, screaming, personal alarm sirens, audio from the presentation, firing and arcing of CEWs, and/or firing of firearms. You acknowledge and assume any and all risk of hearing loss.

(vi) Certain Services may include bright light and strobes, both on-screen in videos and live by flashlights, including exposure to a colored strobe, and may induce disorientation and nausea. The strobing could lead to seizures in some vulnerable persons. The use of the strobes may also be used intentionally in drills to simulate stressors, fire alarms, and impede vision and orientation, potentially resulting in bodily injuries due to otherwise avoidable collisions, trips, and falls. You acknowledge and assume any and all risks associated with Your participation in such Services.

(d) **Gear; Safety Equipment.** You shall comply with all instructions provided by the Instructors regarding the use of any Gear applicable to Your participation in the Services, including all safety equipment such as safety glasses, hearing protection, and/or helmets. You understand that safety equipment and/or other Gear cannot eliminate Your risk of injury, death, and/or property damage while participating in the Services. Without limiting the foregoing, if at any time You are instructed to don safety glasses and/or hearing protection by Instructors, or are aware that any person is handling a CEW or firearm with a live cartridge loaded, You shall don safety glasses and hearing protection and maintain a snug fit on the safety glasses as to prevent intrusion of probes, projectiles, and/or other debris from the sides. You acknowledge that safety glasses may not support coverage of corrected lens glasses You may wear, or that You may be intentionally encouraged to not wear them in furtherance of simulated loss of the glasses in a struggle. The safety glasses may fog or smudge. This reduced visibility may be further degraded by drills which turn off Facility illumination in order to train You in use of awareness skills, weapon lights, and handheld lights, all reducing Your ability to see and hit Your target and avoid any obstacles that may pose tripping hazards. You acknowledge and assume any and all risks associated with Your use of any Gear, including any safety equipment.

(e) **Medical Guidance.** Threat Spectrum recommends that You seek the advice of Your physician prior to participating in any Services. You acknowledge that participation in the Services may require physical exertion. You represent and warrant that You are in a suitable physical and mental health condition and have no injuries, disabilities, conditions, and/or ailments that would adversely affect You and/or impair the safe participation in the Services by You and/or others. You must advise the Instructors of any relevant circumstances or conditions that could affect Your participation in the Services, including any allergies, injuries, pregnancy, recent surgeries, epilepsy, heart conditions, spinal cord or nervous system issues, other dangerous medical conditions, and/or any other concerns about any aspect of the Services. You acknowledge and understand that neither Threat Spectrum nor the Instructors owe any duty to You, and are not obligated, to provide any first-aid, or to undertake any rescue operations or procedures, in the event of the occurrence of any incident resulting in any injury to You and/or any property damage. You acknowledge and assume any and all risks associated with Your physical and mental condition and fitness, including all medical conditions. If Threat Spectrum and/or any Instructor reasonably believe that any first-response emergency medical treatment and/or any non-emergency treatment (such as Red Cross First-Aid to treat ailments such as minor cuts, abrasions, sprains, thermal stress, removal of CEW probes, and/or pepper spray decontamination) is reasonably required, You hereby consent to and authorize the administration of all such treatment.

(f) **Consent to Physical Contact.** You acknowledge that certain Services, including Hand to Hand Combat Training, Weapons Training, and certain activities in Physical Security Consulting, may require physical contact by the Instructors or other participants in the Services. Without limiting the foregoing, shooting of training firearms and CEWs, and physical defense techniques, may require that the participants be touched by the Instructors in order to demonstrate correct procedure, form, or posture, and/or in order to prevent an unsafe act. Participants may also be touched by Instructors in order to simulate a violent encounter, or be asked to voluntarily touch Instructors or fellow participants in order to simulate a violent encounter. You expressly acknowledge that You may be touched by the Instructors and Your fellow students as part of Your participation in the Services, and You consent to such touching as part of Your participation in the Services.

(g) Cybersecurity Services. You acknowledge that to the extent reasonably required for Threat Spectrum to provide the Cybersecurity Services, You may be required to provide Threat Spectrum or its personnel with (a) information regarding Your online accounts and activities, including personal information, usernames, passwords, and/or email addresses, and (b) access to online accounts and information technology equipment (such as modems, routers, access points, and/or similar equipment). You may refuse to provide any such information or access, however, You acknowledge and agree that Threat Spectrum is not liable for any inability to perform the Cybersecurity Services in such circumstances. Threat Spectrum recommends that You change your account passwords regularly. You acknowledge that (i) You are solely responsible for recording and maintaining all of Your applicable account access information, including Your usernames, passwords, encryption keys, encryption seeds, account numbers, and pin numbers, and (ii) a failure to record and maintain such information may result in a loss of access to Your accounts that cannot be recovered. You further acknowledge that a loss of access to any of Your accounts may result in loss of data and/or loss of property such as cryptocurrency or online purchases associated with Your account. Threat Spectrum does not record and/or maintain any of Your account access information and is not responsible for Your failure to do so.

(h) Physical Security Consulting. You acknowledge that to the extent reasonably required for Threat Spectrum to provide Physical Security Consulting, You may be required to provide Threat Spectrum or its personnel with (a) information regarding the personal habits and activities of any person relevant to the Service, including You if applicable, (b) information regarding any buildings relevant to the Service, including floor plans, alarm system diagrams, and/or networking diagrams, and/or (c) access to any building or facilities relevant to the Service, including any required working space, computer equipment, communications resources, security clearances and/or access badges. You may refuse to provide any such information or access, however, You acknowledge and agree that Threat Spectrum is not liable for any inability to perform Physical Security Consulting in such circumstances.

(i) Termination of Your Participation in Services. You understand that Your participation in any Service may be terminated at any time if Your actions are not deemed appropriate by any Instructor, including if You fail to comply with any instructions provided by any Instructor and/or You pose a danger to Yourself and/or others participating in the Service.

(j) Compliance with Laws. Without limiting any of Your other obligations under this Agreement, You represent and warrant that: (a) You shall comply with all Applicable Laws, (b) Your purchase of any Products and/or Services does not violate any Applicable Laws, and (c) Your participation in the Services does not violate any Applicable Laws.

4. Products. Threat Spectrum may from time to time offer various products to You for purchase that may complement the Services such as CEWs, safety gear, accessories, and/or other goods (collectively, "**Products**"). Threat Spectrum reserves the right to refuse to sell any Product to You at any time for any reason, including if such sale would violate any Applicable Law.

5. Payment. All payments are due at or prior to the time any Services are rendered or any Products are purchased. All payments are nonrefundable unless otherwise agreed by Threat Spectrum or otherwise expressly set forth in this Agreement. Threat Spectrum reserves the right to refuse to provide Services if You have not paid in full for such Services.

6. Rescheduling and Cancellation. All requests to cancel or reschedule any Services must be received in writing (including via email or via Threat Spectrum's online scheduling systems) at least 24 hours prior to the scheduled start time of the applicable Service. Late cancellation or rescheduling requests will be assessed a cancellation fee of \$35 unless otherwise agreed by Threat Spectrum.

7. Warranties; Disclaimer.

(a) Threat Spectrum represents and warrants that all Services will be conducted substantially in accordance with applicable industry standards and that Threat Spectrum will take all reasonable steps to ensure Your safety and well being while receiving Services. Provided that You notify Threat Spectrum of any failure to meet the foregoing warranty within 30 days after the date the applicable Services were rendered, Your sole and exclusive remedy, and Threat Spectrum's sole and exclusive obligation, for any breach of the foregoing warranty will be to re-perform the applicable Service, or, in Threat Spectrum's sole discretion, to refund any fees You paid for the applicable Services. Threat Spectrum does not offer any warranties on any Products. Certain Products may come with a manufacturer's or similar warranty that is not provided by Threat Spectrum; any such warranties will be provided in the documentation accompanying the particular Product.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THREAT SPECTRUM PROVIDES THE SERVICES, GEAR, PRODUCTS, AND/OR FACILITIES "AS IS" AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THREAT SPECTRUM (A) DOES NOT WARRANT THAT ANY SERVICE, GEAR, PRODUCT AND/OR FACILITY WILL MEET YOUR NEEDS, AND (B) MAKES NO WARRANTIES REGARDING THE DESIGN, MANUFACTURE, UTILITY, MAINTENANCE, AND/OR CONDITION OF ANY PRODUCT, GEAR, AND/OR ANY FACILITIES. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

8. Term; Termination. This Agreement will continue in effect until terminated by either party upon written notice (including via email) to the other party. If this Agreement is terminated, Threat Spectrum may cease delivery of all Services, provided that if Threat Spectrum terminates this Agreement for any reason other than Your material breach of this Agreement, Threat Spectrum will refund a pro rata portion of any prepaid fees for any Service or Product that was not delivered prior to termination. Upon any termination of this

Agreement, (a) Threat Spectrum's right to any accrued payments and/or remedies will survive, and (b) all provisions relating to Your assumption of risk and the following Sections will survive: 1, 7(b), 8, 9, 10, 11, 12, 14, and 15.

9. Indemnification. To the fullest extent permissible under Applicable Law, You shall indemnify and hold Threat Spectrum, the Instructors, and Threat Spectrum's employees, contractors, representatives, and agents harmless against any and all claims, losses, damages, expenses (including reasonable attorneys' fees) and judgments arising out of or relating to: (a) Your participation in the Services, (b) any bodily injury, emotional injury, and/or death sustained by You or caused by You in connection with the Services, including in connection with any workers' compensation claims, and/or (c) any property damage sustained by You or caused by You in connection with the Services, including with respect to any Facilities. The foregoing indemnification obligations do not apply to the extent that any such claim is caused by Threat Spectrum's or any Instructor's recklessness or willful misconduct. You shall not enter into any settlement binding Threat Spectrum or any other indemnitee without Threat Spectrum's prior written consent.

10. Limitation on Liability. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER LEGAL OR EQUITABLE THEORY, (A) NEITHER THREAT SPECTRUM NOR ANY OF ITS INSTRUCTORS OR SUPPLIERS IS LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, (II) PROPERTY DAMAGE AND/OR COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, AND/OR SERVICES, AND/OR (III) LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, AND/OR DAMAGES RESULTING FROM YOUR USE OF (OR INABILITY TO ACCESS OR USE) ANY PRODUCT, SERVICE, GEAR, AND/OR FACILITIES, AND (B) THE AGGREGATE LIABILITY OF THREAT SPECTRUM AND ITS INSTRUCTORS AND SUPPLIERS WILL NOT EXCEED THE AGGREGATE FEES PAID BY YOU TO THREAT SPECTRUM IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL CLAIMS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY, THIS AGREEMENT DOES NOT WAIVE OR LIMIT LIABILITY FOR THREAT SPECTRUM'S OR ANY INSTRUCTOR'S RECKLESSNESS OR WILLFUL MISCONDUCT. THE FOREGOING LIMITATIONS WILL APPLY REGARDLESS OF WHETHER THREAT SPECTRUM IS AWARE OF THE POSSIBILITY OF DAMAGES. THIS SECTION IS AN ESSENTIAL PART OF THIS AGREEMENT, NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

11. Release.

(a) To the fullest extent permissible under Applicable Law, You, on behalf of Yourself and Your heirs, family members, executors, representatives, successors, and assigns, hereby fully and forever release Threat Spectrum, the Instructors, and Threat Spectrum's and the Instructors' heirs, family members, executors, representatives, successors, and assigns from, agree not to sue concerning, and waive any and all claims, duties, obligations, and/or causes of action relating to matters of any kind, whether presently known or unknown, suspected or unsuspected, arising from any omissions, acts, and/or facts relating to the Products, Services, Gear, and/or Facilities, including any and all bodily injuries, emotional injuries, death, and/or property damage You or anyone else may sustain in connection with any of the foregoing, regardless of the cause. The foregoing release does not waive any applicable workers' compensation rights that You may have under Applicable Law, provided, however, You do waive any and all workers' compensation subrogation rights against the foregoing released parties.

(b) This Agreement is intended to be as broad as is allowed under Applicable Law and applies to any and all claims for damages. You acknowledge that You are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

You agree to expressly waive any rights You may have thereunder, as well as under any other statute or common law principles of similar effect.

12. Privacy. You acknowledge that Threat Spectrum may request and collect certain information from You as needed in order to provide You with Services and/or Products. You acknowledge that such information is subject to the terms and conditions of Threat Spectrum's then-current privacy policy available at www.threatspectrum.com/legal, as may be updated from time to time, and which is hereby incorporated into this Agreement.

13. No Medical or Legal Advice. You understand that neither Threat Spectrum nor any of the Instructors are medical and/or legal professionals, and that the discussion of medical and/or legal topics is for instructional purposes only and does not constitute medical and/or legal advice. You understand that the payment of any fees or any discussion inside or outside the Facilities related to the Services does not result in the formation of an attorney-client relationship. You understand that it is Your responsibility to research Applicable Laws, including self defense laws, and consult Your own attorney regarding the relevance, interpretation, and/or applicability of any Applicable Law to Your personal situation, including regarding any belief, guidance, and/or interpretation offered by Threat Spectrum and/or any Instructor. In addition, You acknowledge that it is Your responsibility to seek any desired medical opinions and/or medical treatments from a qualified medical professional, including in connection with any injuries sustained as a result of participating in any Services.

14. Publicity. You hereby grant to Threat Spectrum a worldwide, nonexclusive, royalty-free, transferable, perpetual, irrevocable license, with rights to sublicense, to create, use, reproduce, publish, transmit, prepare derivative works of, distribute, and otherwise exploit any and all images, photographs, likenesses, video recordings, and/or sound recordings of You, with or without the use of Your name (collectively, the "**Materials**"), in any media now known or known hereafter, for use in connection with any Services, Products, educational lesson, simulation, editorial, promotion, illustration, art, advertising, marketing, publicity, trade, and/or any other lawful purpose, including simulators, television, motion pictures, radio, social media, blog, magazines, publishing, web site usage, billboards, posters, product packaging, and/or point-of-purchase displays. Without limiting the foregoing, You further waive any right of publicity You may have in the Materials under any Applicable Laws.

15. General. You acknowledge that You have entered into this Agreement voluntarily in order to receive Services and/or Products from Threat Spectrum and that You are not obligated to participate in any Services or purchase any Products. This Agreement is governed by the laws of the State of California, without reference to its conflict of laws principles. Unless otherwise elected by Threat Spectrum in writing for a particular instance or prohibited by Applicable Law, the sole jurisdiction and venue for any court claims will be the state or federal courts located in San Mateo County, California, and both parties consent to the jurisdiction of such courts. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties, and the other provisions of this Agreement will remain in force. There are no third party beneficiaries of this Agreement. If this Agreement is deemed an offer, acceptance is expressly limited to these terms. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the parties relating to the subject matter of this Agreement, and all past dealing or industry custom. The parties acknowledge and agree that this Agreement is subject to the U.S. Electronic Signatures in Global and National Commerce Act and any similar law in any other applicable jurisdiction that makes legally effective a contract in electronic form, and authorizes acceptance by means of an electronic signature or process. As used in this Agreement, "including" and variations thereof will be deemed to be followed by the words "without limitation". No changes or modifications or waivers may be made to this Agreement unless evidenced in writing and signed by both parties, provided that Threat Spectrum may update the online terms referenced herein. From time to time, Threat Spectrum may request that You sign an updated version of this Agreement. If You do not agree to the updated terms, Threat Spectrum may be unable to continue to offer Services and/or Products to You, and may terminate this Agreement as set forth above in Section 8.

ACCEPTED AND AGREED:

_____ Client Signature	_____ Date (MM/DD/YYYY)
_____ Printed name of Client	_____ Phone Number of Client
_____ Email of Client	_____ Address of Client

In case of emergency, contact (name and phone): _____

If the above named individual is under the age of 18 ("**Minor**"), the following pertains to the Minor's parent or legal guardian:

This is to certify that, to the fullest extent permitted by Applicable Law, I, as a parent or guardian with legal responsibility, give permission to the above named Minor and do consent and agree to all terms and conditions of this Agreement on both my and the above named Minor's behalf, including all release, indemnification, and assumption of risk provisions. Without limiting the foregoing, if the above named Minor will purchase, possess, and/or use a CEW, I certify that the above named Minor is at least 16 years of age or will be by the time of such purchase, possession, and/or use of the CEW. Pursuant to California Penal Code Section 22610 and any other Applicable Law, I hereby provide written consent for the above named Minor to purchase, possess, and use a CEW.

_____ Parent/Legal Guardian Signature	_____ Date (MM/DD/YYYY)
_____ Printed name of Parent/Legal Guardian	_____ Relation to Client
_____ Phone Number of Parent/Legal Guardian	_____ Email of Parent/Legal Guardian
_____ Address of Parent/Legal Guardian	

Initialed: _____