



THE WAIVER

WAIVER OF LIABILITY, ASSUMPTION OF RISK, USE OF LIKENESS, AND INDEMNITY AGREEMENT

This Waiver of Liability, Assumption of Risk and Indemnity Agreement (this “Agreement”) is a binding legal agreement by and between the undersigned participant, including their heirs, next of kin, successors, agents, assigns, executors, administrators, or representatives (the “Participant”) on the one hand, and Guardian Defense, LLC, a Florida limited liability company, its members, officers, successors, agents, assigns or representatives (the “Company”), on the other. In consideration for being permitted to participate in The A.C.T. (Assess, Challenge and Train) School Program (the “Program”), and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged and accepted, the undersigned Participant acknowledges and agrees to the following terms.

Waiver: The Participant hereby releases, waives, and discharges the Company from any and all liability personal injury, paralysis, property damage, property theft or claims of any kind which may hereafter accrue to the Participants, including attorney’s fees and litigation costs, arising from, but not limited to the participation of the Participants in the Program.

Assumption of Risk: The Participant acknowledges that as a participant in the Program the Participant may be asked to move and/or carry items of furniture or other objects and may be subjected to loud noises, such as controlled explosions or the discharging of blank ammunition. Participation in the Program carries with it certain potential risks that cannot be eliminated regardless of the care taken to avoid injuries. Participant is fully aware of the potential risks and hereby asserts that his/her participation is voluntary and knowingly assumes all such potential risks that may result from their participation in the Program.

Use of Voice, Image and Likeness: The Participant hereby irrevocably grants the Company permission to use the Participant’s voice, image and likeness in any photograph, video, internet site, audio-recording, and in any and all of its publications, including website entries (collectively “Promotional Materials”) without payment or any other consideration. The Participant understands and agrees that these Promotional Materials will become the property of the Company and will not be returned. The Participant hereby irrevocably authorizes the Company to edit, alter, copy, exhibit, publish, adapt, perform, reproduce, modify, make derivative works, distribute or otherwise use the Participant’s voice, image or likeness for purposes of publicizing or promoting the Company and/or the Program. In addition, the Participant waives the right to inspect or approve the finished product, including written or electronic copy, wherein the Participant’s voice, image or likeness appears. Additionally, the Participant waives any right to royalties or other compensation arising or related to the use of the Promotional Materials. The Company may exercise any of these rights itself or through any successors, transferees, licensees, distributors, assigns or other parties, commercial or nonprofit.

Indemnification and Hold Harmless: The Participant hereby agrees to indemnify and hold harmless the Company from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees, brought as a result of his/her involvement in the Program, and agrees to reimburse the Company for any such expenses incurred.

Acknowledgment of Understanding: The Participant has read this Agreement and fully understands its terms. The Participants further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I understand that I am giving up substantial rights, including the right to sue.

I have read and voluntarily sign this Agreement, and further agree that no oral representations, statements or inducement apart from this Agreement have been made.

Signature of Participant

Printed Name of Participant

Date: _____