

PARTICIPANT AGREEMENT: SINGLE OFFICER ACTIVE SHOOTER RESPONSE COURSE

This Participant 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.

WITNESSETH:

WHEREAS, GD has developed the Single Officer Active Shooter Response Course which is designed to provide officers with the knowledge and tactics needed in order to protect and defend the students, faculty and staff at a school and citizens in a public building in the event of an intruder, active killer or other terror attack (the "Program"); and

WHEREAS, GD has entered into an agreement with the **RAINS ISD POLICE DEPARTMENT** to host the Program at Rains Intermediate School, 409 FM 3299, Emory, TX 75440 (the "Facility") between October 6, 2018 and October 8, 2018 (the "Program Date") for the purpose of inviting representatives from multiple police departments to attend and participate in the Program;

WHEREAS, the Participant desires to participate in the Program being hosted at the Facility, pursuant to the terms and conditions set forth hereinbelow.

NOW THEREFORE, in consideration for being permitted to participate in 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.

Payment: The Participant shall pay \$699 to reserve their spot for participation in the Program. In the event the Participant does not have the proper equipment for participation in the Program, GD shall rent the necessary equipment to the Participant at a cost of \$50 per equipment package (the "Rental Fee").

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.

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

Name of Hosting Agency

Date