

FEE AGREEMENT AND WAIVER OF LIABILITY

Thank you for your interest in retaining Clear Edge Performance, LLC (hereinafter "Clear Edge"). This Agreement is entered into this _____ day of _____, 20____, by and between Clear Edge, an Arizona limited liability company, and _____ (hereinafter "Client"). Client hereby employs Clear Edge for the express purpose of providing training at _____. The training will take place on _____ at _____.

RECITALS:

Client agrees to pay Clear Edge a flat fee of \$_____ for the services described above. All payments must be made by cash, corporate check, accepted credit card, or electronic fund transfer through Zelle. No personal checks will be accepted nor will any medical, Medicaid or similar insurance be accepted. For private and small groups, payment is due at the time of the training course. For corporate events, a 50% payment is due two weeks ahead of the training course and the remaining balance due at the time of the training course. For any training that involves travel outside of Maricopa County, Client shall pre-pay all travel fees and overnight costs as well as 50% of the cost for the training at least two weeks prior to the training. The remaining 50% balance is due at the time of the training course. Clear Edge will provide Client with a breakdown of the costs for travel fees and overnight lodging if applicable.

Client understands that Clear Edge makes no express warranties or guarantees related to the results or outcomes associated with Clear Edge's training. As such, there will be no refunds for any payment already paid to Clear Edge unless expressly agreed to by Clear Edge. Clear Edge reserves the right to cancel training classes up to 24 hours before the scheduled time of the event. If Clear Edge is required to cancel the training for any reason, Clear Edge will refund the money paid by Client. Clear Edge also retains the right to remove any participant from the training course due to disruptive or inappropriate behavior. Participants who are removed for such behavior will not be refunded the money that has already been paid.

Client understands and respects that time is a precious commodity for Clear Edge. With this, Client agrees to pay a \$30.00 fee for no shows to scheduled sessions, and for cancellations of sessions with less than 24 hours prior notice. Clients engaged in corporate and team event services agree to pay an adjusted rate of 10% of the original total service fee for no shows or cancellations occurring less than 24 hours before the scheduled training. The Client will be provided a 15-minute courtesy window from the time of the scheduled training before a no show or cancellation decision is made. Clients arriving inside the 15-minute period may elect to complete the training during the remaining balance time at the full-service fee for that training.

Client is fully aware that Clear Edge offers training based on 28 years of law enforcement experience as well as years of applicable life experience. The training is focused on concepts, methods, strategies, and tool for managing performance related stress, tension, anxiety and fear. Clear Edge does not claim to be licensed medical professionals. If anyone is in need of medical assistance, seek medical assistance immediately. Clear Edge makes no claims or guarantees regarding the Client's ability to reach their desired results and is not liable for Client not meeting

their goals. Client expressly waives and releases any and all present or future claims, causes of action, suits, rights, damages, costs, expenses or obligations or demands of any kind whatsoever, Client, or anyone on Client's behalf might have against Clear Edge, its affiliates, subsidiaries or successors and respective officers, directors, servants, employees, agents, representatives and contractors, for any loss, damage, personal injury, death and/or loss or damage to my property resulting from Client's participation in the training courses.

Client understands that this course may present materials from actual police related training and experiences, including themes and discussions around concepts such as use of force, use of firearms, physical arrest procedures, loss of life, etc. These materials may be considered objectionable or offensive. Clients are to exercise careful consideration in their decision to participate in the training courses. All minors participating in the training course must have written approval from their parent or legal guardian. If Client is aware that a minor may be participating in the training course, Client certifies by signing this agreement that all minors have written permission from their parent or legal guardian to participate. All material presented in the training course is property of Clear Edge. No video or audio recordings are permitted throughout the training course.

Client understands that the training courses offered by Clear Edge do not qualify for any state certifying requirements such as for peace officer or security guard certification or training. If client wishes to use the training courses as part of their state certification, they must receive approval from the certifying body before taking the course.

Client agrees to indemnify, defend and hold Clear Edge harmless from any and all claims by any person, firm, corporation or others, for any damages, loss or claims, of any nature, arising in any way out of their participation in the training courses provided by Clear Edge.

This Agreement shall be governed in all respects by the laws of the State of Arizona without regard to conflict of laws principles. Any action or proceeding seeking to enforce any provisions or right arising out of this Fee Agreement and Waiver of Liability must be resolved by binding arbitration. Client expressly waives their right to sue in Civil Court.

[Signatures on following page]

IN WITNESS WHEREOF, Clear Edge and Client have executed or caused this Agreement to be duly executed, on the dates written below.

Dated this _____ day of _____, 2022.

CLIENT

Signature

Name of Authorized Signer

Dated this _____ day of _____, 2022.

RESPONSIBLE PERSON FOR A MINOR

Signature

Name of Authorized Signer