

RELEASE FROM LIABILITY

In consideration of using the services of Xcellerated Speed Training (hereafter referred to as XST), on behalf of myself, my heirs, personal representatives, or assigns, I do hereby release, waive, discharge, and covenant not to sue XST, its owner, officers, employees, volunteers, and agents, from liability from any and all claims arising from the ordinary negligence of XST or any of the aforementioned parties.

I _____ (**name**) who has registered and anticipate full participation in the _____ (**Name of Course**) _____ to be delivered on this _____ (**date**) of _____ (**month**), 2013 in for and in consideration of the services of MPower Self DEFENSE, XST LLC, its agents, instructor(s), officers, representatives, directors, volunteers, participants, employees, staff and all other persons or entities acting in any capacity on behalf of MPower Self Defense, XST LLC. I hereby fully acknowledge, understand, agree to, release and hold harmless MPower Self Defense, XST LLC, on behalf of myself, acting agents representing both real or personal property, heirs, next of kin, assigns, personal representative and estate and acknowledge each Article as follows:

1. I acknowledge the risks and dangers that exist in my use of any and all firearms and/or defensive tactics and techniques and my participation in such and assume the risk(s) which could result in physical and/or emotional injury, paralysis, death, or damage to myself, to property, or to third-parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity(ies). The risk(s) include, but are not limited to, among other things: the undersigned or third-parties being shot by a firearm; suffering hearing loss, eye injury or loss, inhalation or contact with airborne contaminants and or flying debris, and being struck anywhere on my person (body). I also acknowledge that I can be expected to receive bruises and slight injuries as a result of participating in these activities of necessity and require that I endure periods of discomfort and pain. Furthermore, I understand that the INSTRUCTOR(S), have a difficult job to perform. The INSTRUCTOR(S) seeks safety, but the INSTRUCTOR(S) is not infallible. The INSTRUCTOR(S) might be unaware of a participant's fitness or abilities. The INSTRUCTOR(S) may give inadequate warnings or instructions, and the equipment used might malfunction. (**Your initials required**) _____

2. I expressly agree and promise to accept all of the risks existing in this activity. Participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to indemnify and hold harmless MPower Self Defense, XST LLC, its agents, officers, representatives, directors, officers, volunteers, participants, employees and staff against loss or expense including attorney's fees, by reason of the liability imposed by law upon MPower Self Defense, XST LLC. It is further understood and agreed that this WAIVER AND ASSUMPTION OF RISK shall (at the option of MPower Self Defense, XST LLC) defend MPower Self Defense, XST LLC I will provide appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in the defense of any litigation, mediation and or arbitration suit arising hereunder. It is further agreed that all disputes shall be submitted to binding and litigated or arbitrated within the State's jurisdiction and venue of MPower Self Defense, XST LLC registered office and settled in accordance with the rules of the Court or the American

Arbitration Association. I hereby voluntarily release, MPower Self Defense, XST LLC, its agents, officers, representatives, directors, officers, volunteers, participants, employees, and staff, forever (discharge) and agree to indemnify and hold harmless from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of any equipment or facilities including any and all, but not limited to, indoor or outdoor shooting ranges, including any such Claims which allege negligent acts or omissions of MPower Self Defense, XST LLC, its agents, officers, representatives, directors, officers, volunteers, participants, staff and employees. **(Your initials required)**_____

3. I agree to be personally responsible for my own safety. I agree to follow all instructions given by INSTRUCTOR(S) immediately, except if I should have any reservations about any of the INSTRUCTOR(S)' instructions, I shall, while maintaining safety for myself and others, immediately notify of such. I may choose NOT to participate in any activity in this course of instruction that I deem unsafe. I additionally acknowledge that the INSTRUCTOR(S) may, at any time, make a judgment call such as but not limited to safety, disorderly conduct, or acting in an unsportsmanship-like manner and should I fail to correct my actions after being warned, the INSTRUCTOR(S) may use their own discretion and determine whether or not I may continue with the course by termination. Upon termination, I understand that I will have to leave the course/facility immediately and not be entitled to any refund of monies paid and all materials presented to me on that day or any related materials/equipment to the course will be returned as property of MPower Self Defense, XST LLC. **(Your initials required)**_____

4. I agree that at anytime, if I am not capable, whether physically/mentally challenged in completing the required demands and/or functions of the course, I am required to immediately advise the INSTRUCTOR(S). I agree to perform the techniques taught at no greater speed or force level that I am comfortable with and competent at. I shall perform only those techniques taught by the INSTRUCTOR(S), and shall not improvise additional techniques on my own during the course of this instruction. I agree that the INSTRUCTOR(S) have no responsibility to accommodate me or change the instruction of the course. Prior to this course, upon registration process and prior to registration I acknowledge and I read all the requirements of this particular course. **(Your initials required)**_____

5. I shall immediately notify an INSTRUCTOR(S) of any injury that I receive, or that I observe injury to any other participant. **(Your initials required)**_____

6. I agree to make every effort to make the training area safe. However, should I become aware of any potentially unsafe aspect of the training area (facility or shooting range), including unsafe behavior of other participants, I agree to immediately notify the INSTRUCTOR(S). **(Your initials required)**_____

7. I agree when arriving or departing the facility or range property, I must keep the firearm(s) unloaded and either cased or actions open, this includes concealed weapons while on the shooting range or any real property where the class instruction is being held. **(Your initials required)**_____

8. I consent to having my photograph taken while participating at MPower Self Defense, XST LLC classes/events. These pictures may be displayed in any and all MPower Self Defense, XST LLC publications, including but not limited to newsletters, the official website, brochures, advertisements, and any and all media including video, unlimited by MPower Self Defense, XST LLC **(Your initials required)**_____

9. I acknowledge that the following areas are particularly susceptible to injury. Unless instructed, I will avoid striking them altogether, and I agree to exercise extreme caution when working with or near them in any way: temple, ears, eyes, bridge of nose, upper lip, throat, neck, solar plexus, groin, kidneys, tail bone, spine, all joints, instep, collarbone, lower abdomen. **(Your initials required)**_____

10. I understand that engaging in defensive techniques, firearms and/or the instructional activities constitutes my involvement in a very hazardous and dangerous activity with the accompanying risks of personal injury or death and loss or damage to personal property, and I hereby voluntarily assume those risks. I understand that if I use any of the tactics that I learned during this course on any individual for defense and I sustain or cause any injury, I will assume those risks under my own discretion and release MPower Self Defense, XST LLC from any liability due to a confrontation. I realize that I may cause bodily harm to another individual or may receive bodily harm and do not hold MPower Self Defense Instructors responsible for my actions. **(Your initials required)**_____

11. Should an INSTRUCTOR(S) or any person present at this training event provide transportation in connection with this training, I acknowledge that such transportation is provided solely as a convenience to me and that it is not part of the training and that the MPower Self Defense, XST LLC INSTRUCTOR(S), agents, employees, and staff has no responsibility or liability in connection with the transportation. **(Your initials required)**_____

12. I specifically release the shooting range owner/operator, the event sponsor(s)/class instructor(s), all individuals participating in the administration of the event/class instruction, and the Officers and Directors of the shooting range from any and all claims or liability related to these events/class instructions. I agree to indemnify the above-mentioned entities and individuals for any and all expenses and liability they incur as a result of any of my conduct related to the MPower Self Defense, XST LLC shooting events/class instructions. **(Your initials required)**_____

13. I certify that I am not a fugitive from justice, or under indictment. I have not been convicted of a felony, misdemeanor or any crime. I am not drug or alcohol dependent; I am not under adjudication of mental incompetence; I have not been convicted for domestic violence. **(Your initials required)**_____

14. I expressly agree that the foregoing, Liability Waiver and Release is intended to be as broad as is permitted by the laws of the State of Pennsylvania. I further agree that if any provisions of this agreement are held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect. WHEREFORE, I have had sufficient opportunity to read this entire document. I have read, acknowledge and understand the LIABILITY WAIVER, RELEASE

AND ASSUMPTION OF RISK and fully understand its terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. **(Your initials required)**_____

(Participant's Printed Name) (Date)

(Participant's Signature) (Date)

(Parent or Legal Guardian's Printed Name) (Date)

(Parent or Legal Guardian's Signature) (Date)

(Witness's Printed Name) (Date)

(Witness's Signature) (Date)