

SAFE (SURVIVE, ADAPT, FIGHT, ESCAPE) SURVIVAL TRAINING

HOSTED BY: PRO TRAIN INC

- Physical reporting location and course times are listed on the website for the above listed course.
- Students will be required to sign a course liability waiver prior to the start of the course. The required Pro Train waiver is available as a download or on-line version. Both versions are accessible at several locations on Pro Train Inc's website and also located in the user's account. The student will be provided sign-in information after their seat has been reserved for their course. They should receive this email within a few days of the purchase. If they do not receive their email or have question about how to access their forms, they can contact our office at info@protraininc.com or text at 302-725-7497 during normal business hours. Once the user is signed in the waiver links will appear in the left column under the "Account" tab. **If the student chooses to use the downloadable waiver, they will need to email it to docs@protraininc.com prior to the start of class.**

CLASSROOM ATTENDANCE POLICY

- All students must be on duty and must not be forced to attend the training.
- All students must sign several liability waivers.
- All students must successfully pass a written exam, practical exam, and all assignments to the satisfaction of the course instructor in order to complete this training..
- All students must be present during the entire class unless an absence is approved by the course instructor (i.e. court, depositions, etc).

REPORTING INSTRUCTIONS

- **NO live weapons, chemical agents, or intermediate weapons are allowed in the training area.**
- Bring your duty belt and handcuffs.
- Dress for outdoor activities in comfortable clothing that may very likely become dirty and damaged.
- Addition information for COVID restrictions must be obtained through the hosting agency. <https://www.danvilleindiana.org/topic/index.php?topicid=27&structureid=5>
- Pro Train Inc. instills a winning mindset into students through intense, realistic, and practical drills. All students must be prepared to demonstrate proficiency through physical exercises.

CANCELLATION/REFUND POLICY

There will be a \$100 cancellation fee charged to all orders canceled at any time 30 days before the start date of the course. Any cancellation 30 days or less from the start date of the course will be charged the full amount of the course receiving no refunds. Cancellation made prior to 30 days before the start date of the course and rescheduled within one year from the date of the original order will receive an account credit which will be applied to the rescheduled course. No refunds will be offered at any time on cancellations of any rescheduled course.

DISPUTE RESOLUTION

In the event the parties are not able to resolve any website dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions. Pro Train INC. reserves the right to have "Any" legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") related to registration, attendance, cancellation, or injury while participating in any Pro Train INC related event, training, meeting, and including third party communication such as email shall be commenced or prosecuted in the state and federal courts located in Martin County, Indiana, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose.