Course Training Agreement

Owner/Course Training Agreement Including Waiver and Release Agreement made this day of 2017, between Home Inspector Training Institute LLC, of 5476 Big Tyler RD, Cross Lanes WV 25313, hereinafter called Owner/Course,
Cross Lanes W V 23313, herematter cancer Owner/Course,
and
(Name of Participant)
of
(street address, city, county, state, zip code),
hereinafter called Participant.
Whereas,
Owner/Course owns and operates a course entitled 80 Hour Home Inspection Pre-Licensing
Course, hereinafter called the Course, which seeks to train people to be become a trained Home
Inspector for their state; and

Whereas, Participant desires to attend the Course; and

Whereas, all potential participants must agree to the terms of this Agreement in order to attend the Course;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The information presented in this Course is for general educational purposes only.
- 2. Owner/Course does not provide advice on legal issues, investment, accounting or taxation. We advise that you seek professional legal advice regarding such matters.
- 3. Owner/Course does not guarantee results of taking this or any course offered to include but not limited to: goal of the Course, testing results, finding a job, gaining new clients, starting a business or operating a business once you have taken one of our courses.
- 4. Participant does hereby waive and release and Owner/Course from any claims arising from your attendance in this Course or using the information provided or taught in this Course.
- 5. Participant does hereby release and forever discharge Course/Owner, their agents, servants, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all actions, causes of action, claims and demands which you now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future as a result of or in any way relating to your attendance in this Course or using the information provided or taught in this Course.

- 6. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
- 7. It is understood and agreed that the tuition paid is made and received in full and complete settlement and satisfaction of the aforesaid actions, causes of action, claims and demands; that this Release contains the entire agreement between the parties; and that the terms of this Agreement and contractual and not merely a recital.
- 8. This Agreement shall be binding upon the undersigned, and his or her respective heirs, executors, administrators, personal representatives, successors and assigns.
- 9. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of West Virginia.

This Release has been read and fully understood by the undersigned.

	/
Owner/Seminar	Date
	/
Participant	Date