

CARGO SECUREMENT PROGRAM
PARTICIPATION AGREEMENT

By signing below, I express my desire and commitment to participate in the cargo securement program (the "Program") available from Cargo Securement Academy, Inc. ("CSA") for commercial truck drivers. I understand that participation in the Program will provide me with training in the proper securement of cargo for over-the-road transportation on commercial motor vehicles. By signing this Agreement, I agree to participate in the Program and be bound by the following terms and conditions applicable to the Program:

1. **Program Fee.** As consideration for participation in the Program, I agree to pay CSA \$_____ (the "Program Fee"), which amount shall be invoiced by CSA and be payable by me within 45 days of the date of invoice (but in all events prior to my participation in the Program). If I fail to pay the invoice amount within 45 days of the date of invoice, CSA may impose a late fee of \$_____ and charge an interest rate of ten percent (10%) per annum on the total amount due until paid in full.

2. **Cancellation, Refund and Rescheduling.** CSA's cancellation, refund and rescheduling policy is as follows:

a. If I cancel my participation in the Program 7 days or more prior to the scheduled Program class, I will receive a refund equal to 100% of the Program Fee, less \$100 that will be retained by CSA as an administrative fee.

b. If I cancel my participation in the Program between 6 days or 24 hours prior to the scheduled Program class, I will receive a refund equal to 50% of the Program Fee.

c. If I cancel my participation in the Program less than 24 hours prior to the scheduled Program class, I will receive no refund of the Program Fee

d. A one-time rescheduling of the Program is allowed upon the payment of a \$50 processing to CSA; provided, however, the rescheduling must occur 24 hours or more prior to the start of the originally scheduled Program class and once the rescheduling has been processed, there will be no refund of either the Program Fee or reschedule fee given for any reason and no further rescheduling allowed.

3. **Release and Indemnification.** I (and anyone claiming on my behalf) release, discharge, and covenant not to sue CSA and its owners, directors, officers affiliates, employees, agents, designees and lessors of any premises on which the Program or any activity related in any way thereto takes place (collectively, the "Released Parties") from all liability, claims, demands or causes of action of any nature and kind, known or unknown, which I may have against the Released Parties arising out of or related to any injury, loss or damage to person or property that may be sustained as a result of my participation in the Program.

a. I understand that participation in the Program involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Program.

b. I agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

c. This release shall not be in any way construed as an admission by CSA that it has acted wrongfully with respect to me or any other person, nor that it admits liability or responsibility at any time for any purpose, nor that I have any rights whatsoever against CSA.

d. I understand that once I complete the Program, I am solely responsible for staying current with applicable cargo securement laws and regulations and will not hold CSA or any of the other Released Parties responsible for Program information or instruction that may be superseded or generally becomes outdated after my completion of the Program.

e. I will not hold CSA or any of the other Released Parties responsible for any Program instruction that results in injury, damage, death or citations of any kind when applied to actual "real world" securement situations, nor for any incorrect information or instruction provided during my participation in the Program.

4. Authorization. I hereby grant CSA non-revocable permission to capture my image and likeness in photographs, videos, recordings or any other media (collectively "Images"). I acknowledge that CSA will own such Images and further grant the CSA permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to CSA business, including without limitations: publications, advertisements, brochures, websites, social media or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by the CSA prior to its use. I forever release and hold the CSA harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

5. Limitations on Liability. I WILL NOT HAVE A CLAIM AGAINST CSA, AND CSA SHALL NOT BE LIABLE FOR, ANY LOSSES INCURRED BY ME RELATED TO CSA'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OTHER THAN LOSSES THAT ARE CAUSED BY CSA'S FAILURE TO ACT IN GOOD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. I HEREBY WAIVE AND CSA SHALL NOT BE LIABLE TO ME OR ANY THIRD PARTY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, TORT, ECONOMIC, OR CONSEQUENTIAL DAMAGES. I ALSO ACKNOWLEDGE

THAT CSA IS DEPENDENT ON MY COMPLETE AND PROMPT COOPERATION IN CONNECTION WITH THE PROGRAM, AND I SHALL INDEMNIFY AND HOLD CSA HARMLESS FROM ANY LOSSES INCURRED DUE TO MY FAILURE TO PROVIDE SUCH COOPERATION. THIS SECTION SHALL IN NO WAY LIMIT OR QUALIFY MY INDEMNIFICATION OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT.

6. Waiver of Jury Trial. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO DEMAND THAT ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY RIGHT TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW, OR ANY APPLICABLE STATUTE OR REGULATION. THE PARTIES ACKNOWLEDGE THAT THEY ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO DEMAND TRIAL BY JURY AND THAT SUCH WAIVER IS A MATERIAL CONSIDERATION FOR ENTERING INTO AND PERFORMING THIS AGREEMENT.

7. Restrictive Covenants.

a. Confidentiality. I acknowledge that as a participant in the Program I will have access to Confidential Information and agree that I will not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party. No license of the Confidential Information, by implication or otherwise, is granted to me by reason of this Agreement or participation in the Program. I may only use the Confidential Information during my participation in the Program and as a confidential reference in performing transportation services after my completion of the Program. I further agree that all Confidential Information, including without limitation any documents, practices, files, reports, notebooks, samples, lists, correspondence, software or other written or graphic records provided by CSA or produced using the same, will be held strictly confidential. As used herein "Confidential Information" shall mean any and all technical and non-technical information provided by CSA to me, including, but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, current or former employees/drivers information, the names of vendors or suppliers, marketing methods, reports, analyses, financial information, statistical information or any other information pertaining to the Program, CSA and/or any of CSA's customers, employees, contractors, agents or consultants that is disclosed as part of my participation in the Program. Confidential Information shall not include: (i) information already in the possession of me as of the time of the disclosure that was not given to me under a then-existing obligation of confidentiality; (ii) information developed independently by me without reference to, or use of, any Confidential Information; (iii) information obtained by me from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the recipient; (iv) information publicly available when received, or which thereafter becomes publicly available other than through any unauthorized disclosure by, through, or on behalf of, me; and/or (v) disclosures required by law.

b. Non-Competition. During my participation in the Program and for a period of two (2) years thereafter, I shall not directly or indirectly within the states of Indiana, Ohio, Kentucky, Michigan and Illinois: (i) provide the same or similar services, training, or engage in any other way representation of any other business of a similar nature to the business of CSA without the prior written consent of CSA; (ii) directly or indirectly engage in any similar business practice of CSA while being in contact with CSA's customers; (iii) solicit any customer of CSA for the benefit of a third party that is engaged in a similar business to that of CSA; (iv) engage in business activity, whether paid or non-paid, with a competitor of CSA that provides a similar service; or (v) reproduce, reuse, or re-brand any of the material or practices provided by CSA in an attempt to pass it off as my own or another party.

c. Non-Solicitation. During my participation in the Program and for a period of two (2) years thereafter, I shall not employ or contract with any current CSA employee or contractor, solicit CSA's employees to leave their employment or contractors to terminate their contractual relationship with CSA, or assist any person or entity in such employment, contracting or solicitation.

d. Remedies. I understand and agree that money damages would not be a sufficient remedy for any breach of this Agreement by me and that CSA shall be entitled to seek specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to all other remedies available at law or equity to CSA. In the event it is found that I have breached or threatened to breach any of the restrictive covenants, I shall reimburse CSA for any and all damages suffered, including without limitation, reasonable costs of collection, attorneys' fees and other expenses incurred in any such action to enforce the provisions of this Agreement against the breach or threatened breach thereof.

8. Governing Law and Venue. Notwithstanding any provision of this Agreement, the laws of the state of Indiana shall govern the construction of this Agreement and any dispute arising out of this Agreement. I hereby expressly consent to the exclusive jurisdiction of Indiana state courts and to venue in Allen County, Indiana.

9. Expenses. In any legal or equitable proceeding against me and related to this Agreement, CSA shall be additionally entitled to recover attorney fees and court costs from me.

10. Entire Agreement. This Agreement constitutes the entire understanding, and replaces and supersedes all prior agreements or understandings, between the parties with respect to the subject matter hereof. No representations, warranties, and certifications, express or implied, shall exist between the parties except as stated herein. This Agreement shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns.

11. Severability. If any provision (including any sentence or part of a sentence) of this Agreement or the application of such provision to any person or circumstance shall be invalid, illegal, or unenforceable, the remainder of this Agreement or the application of such provision to

persons or circumstances other than those to which it is held invalid, illegal, or unenforceable shall not be affected thereby.

12. Successors and Assigns. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other party hereto, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Notices. Any notices to be given hereunder shall be in writing and delivered by hand or nationally recognized overnight courier to the addresses listed below the signatures to this Agreement. Notice by hand delivery or by nationally recognized overnight courier shall be deemed given on the day of delivery. Either party may from time to time specify as its address for purposes of this Agreement any other address upon the giving of ten (10) days notice thereof to the other party in the manner required by this section.

14. Waiver. Any condition, term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party. Any such written waiver shall not imply a waiver as to any other term, condition, circumstance or occasion nor estop any party from enforcing any term, condition, right or remedy not expressly so waived. Failure of a party to insist upon adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon adherence to that term or condition or any other term or condition of this Agreement.

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

16. Counterparts; Effectiveness. This Agreement may be executed in counterparts, all of which shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

17. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference to this Agreement.

18. Acknowledgement. I have carefully read and fully understand all of the provisions of this Agreement and am freely, knowingly and voluntarily entering into this Agreement.

[Signature page follows.]

Cargo Securement Academy, Inc.

Program Participant

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____
(if applicable)

Corporate Office:
4625 Industrial Road
Fort Wayne, IN 46825

Address:

Training Academy:
2502 West Epler Avenue
Indianapolis, IN 46217
260-969-8565
info@cargoacademy.com

Telephone:

Email:

[Signature page to Cargo Securement Program Participation Agreement.]



RELEASE OF PROGRAM PARTICIPANT EMPLOYER
(as applicable)

One or more of the undersigned's commercial truck drivers (employee or independent contractor) has entered into a Cargo Securement Program Participation Agreement ("Agreement") pursuant to which the drivers will participate in the cargo securement program (the "Program") available from Cargo Securement Academy, Inc. ("CSA"). Participation in the Program will provide the drivers with training in the proper securement of cargo for over-the-road transportation on commercial motor vehicles. Capitalized terms not otherwise defined herein will have the meaning set forth in the Agreement.

As a condition to the drivers' participation in the Program, CSA requires the following release from the undersigned:

THE UNDERSIGNED RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE CSA AND ITS OWNERS, DIRECTORS, OFFICERS AFFILIATES, EMPLOYEES, AGENTS, DESIGNEES AND LESSORS OF ANY PREMISES ON WHICH THE PROGRAM OR ANY ACTIVITY RELATED IN ANY WAY THERETO TAKES PLACE (COLLECTIVELY, THE "RELEASED PARTIES") FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY NATURE AND KIND, KNOWN OR UNKNOWN, WHICH IT MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF OR RELATED TO ANY INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY BE SUSTAINED AS A RESULT OF OR ARISING FROM PARTICIPATION IN THE PROGRAM BY ANY OF THE UNDERSIGNED'S DRIVERS.

The laws of the state of Indiana shall govern the construction of this Agreement and any dispute arising out of this Agreement. I hereby expressly consent to the exclusive jurisdiction of Indiana state courts and to venue in Allen County, Indiana.

Acknowledged and agreed to as of the date set forth below.

By: _____

Printed: _____

Title: _____

Date: _____