



AGREEMENT FOR ACADEMY PITTSBURGH TECH HIRE SESSIONS ATENDEES

ACADEMY PITTSBURGH, LLC ("**APGH**"), a Pennsylvania limited liability company, with its principal place of business at 744 East Warrington Avenue, Pittsburgh, PA 15210, and the person agreeing to the terms and conditions of this document either online or in print form of this document ("**Participant**"), intending to be legally bound, agree as follows:

1. THE ENTIRE AGREEMENT. Participant acknowledges that this Agreement is a binding agreement (even if clicked-through online), and, further, that this Agreement is the final, complete and exclusive statement of the entire agreement and understanding between the parties. This Agreement supersedes any prior and contemporaneous proposals, requests for proposals, and all communications regarding the subject matter of this Agreement, whether oral or written. This Agreement may not be modified except by a written document which specifically references this Agreement and the specific term or condition to be modified, and is executed by the parties.

2. THE SERVICES PROVIDED. APGH facilitates a group of individual sessions ("**Sessions**") for conditionally qualified attendees ("**Participants**"), of which Participant is one of the Participants. The content of Sessions ("**Sessions Content**") is controlled by a third-party program sponsor (the "**Sponsor**"). The Sponsor provides part or all of the funding for Sessions resources. Participant agrees that the role of APGH is to implement and to manage Sessions, including conditional qualification of Participants, dissemination of the Sessions Content, evaluating the Participant by objective and subjective methods, which may change from time to time, reporting, and otherwise bridging the Sessions and the results thereof for meaningful use by the Academy PGH and/or Sponsor.

Participant understands and acknowledges that the number of Participants admitted for the Sessions is extremely limited in number and varies from time-to-time. Accordingly, Participant understands and agrees to use Participant's very best efforts to participate in the Sessions as implemented by APGH. Participant's qualification as a permitted attendee is conditioned upon APGH's continued qualification of Participant's participation in the Sessions, and including, but not limited to, Participant's truthful application submission, attendance and production; without limiting the generality of the foregoing, Participant agrees that APGH has the sole right and option to terminate Participant's participation at any time, for any reason, with or without cause. Absences and tardiness are viewed by APGH with extreme scrutiny; however, attendance is voluntary and without liability for terminating. For the sake of clarity, notwithstanding anything in this Agreement to the contrary, APGH will comply with any applicable laws and everything stated herein is so-qualified.

Participant represents and warrants that Participant has not and shall not make any false, misleading or untrue statement regarding Participant's experience, credentials or otherwise on any matter queried by APGH. The Sponsor may solicit Participant for transactions to occur directly with or by initiation of the Sponsor; Participant consents to any such solicitation and understands that any response thereto or resultant transaction is voluntary, and **Participant releases APGH from any liability arising from or related to any such solicitation and/or transaction between Participant and the Sponsor.**

APGH's time is compensated exclusively by the Sponsor. There is no fee for Participant's attendance, nor will Participant receive any compensation for Participant's attendance. Although Participant may improve Participant's abilities by attending the Sessions, APGH does not represent or warrant that Participant's abilities will improve, or that Participant will be additionally qualified for employment in any regard. Participant understands and consents that Participant's application, participation and all other Sessions-related information may or will be disclosed to the Sponsor, for Sponsor's evaluation, including, but not limited to, Participant's attendance, work product, subjective evaluations by APGH, and any test results; Participant releases APGH and the Sponsor from making or receiving any such disclosures.

In order to attend Sessions, Participant shall not forgo any other opportunity; to wit, Participant waives any claim, and thereby shall not claim that Participant relied upon advertising or any other oral statement or communication not expressly stated herein, and/or that Participant lost some other opportunity for attending Sessions. **Participant applies for and attends Sessions, and accepts the same, with all faults and without warranties of fitness for any particular purpose of Participant, even if APGH has been directly or indirectly advised by Participant otherwise.**

3. INDEPENDENT SERVICES. Participant represents and warrants to APGH that Participant agrees that APGH is not a job placement service, headhunter, or other hiring entity. This Agreement does not, and shall not be construed to, create an employer-employee relationship, partnership or other joint venture. **No employment or other opportunities are represented or warranted, either with APGH or the Sponsor (or anyone else). If there are opportunities that result from Participant's attendance, Participant understands that those opportunities would be incidental.**

4. OWNERSHIP; CONFIDENTIALITY. Participant may conceive, create, discover, and/or reduce to practice items of intellectual property arising from or related to Sessions or for the benefit of the Sponsor (the "**Developments**"). "Developments" includes all work product, drafts and out-takes thereof, and includes Sessions materials, inventions, modifications, discoveries, designs, developments, improvements, processes, and data, photography, samples, drafts, and defective materials arising from or related to the Sessions (whether or not capable of registration by copyright, trademark or patent). All Developments shall be given to APGH as soon as practicable but not later than upon termination of the Sessions.

Developments do not include any projects that are wholly unrelated to Sessions or Sponsors and/or the business of APGH (“**Personal Projects**”); however, Participant agrees that the burden is on Participant to demonstrate clearly and convincingly that work is within the scope of Personal Projects, as all work product by Participant is presumed to be Developments.

Neither the Developments nor any portion thereof shall be copied from another, and Participant warrants that Developments are the original work of Participant. Developments shall be owned by APGH free and clear of any liens, claims and encumbrances and shall be the exclusive property of APGH and shall be conclusively deemed to be “Works Made for Hire.” Without limiting the foregoing, to the extent that any Developments may be deemed not to be a Work Made for Hire, to that same extent, Participant shall assign, and hereby does assign, to APGH any and all right, title and interest in the Developments that Participant has or may acquire without further compensation. Participant hereby waives all moral rights of attribution and integrity relating to the Developments. Upon the request of APGH, and without further consideration, Participant shall sign any documents which are necessary to vest the Developments and all patents or copyrights related to the Developments in APGH; provided, however, that APGH shall pay for application fees for any filings. Participant specifically acknowledges that consideration for the grants made herein, among other things, is expressly provided by APGH’s implementation of the Sessions.

Participant specifically acknowledges the importance to APGH and Sponsors of confidential, trade secret and proprietary information. Examples of the same, without limitation, Developments, operations requirements, methods, know-how, drawings, specifications, techniques, systems, processes, printed materials, strategic business plans and proposals (the “**Information**”). Participant specifically acknowledges that protection of Information is crucial to the success of APGH and Sponsors and each of their legitimate business interests, and that it would be unlawful for Participant to disclose or appropriate the same. More specifically: i), Participant shall not disclose Information, except to APGH; ii) Participant shall not make, use or allow to be used, Information, except as specifically permitted by APGH in writing or as necessary to fulfill Participant’s participation. **Participant shall not use, disclose or display Developments or Information.** Upon termination of this Agreement or the request of APGH, Participant shall promptly provide to APGH any and all Information and Developments. Participant may request, in writing pursuant to APGH standard forms and procedures, permission to a limited use of Developments and/or Information for Participant’s resume or professional reference material.

Participant specifically acknowledges and consents to the fact that the electronic equipment and facilities and public areas, including, but not limited to the network, networked computers, telephone systems, office and other equipment and Participant waives any right to privacy therein.

If Participant enters into any transaction with Sponsor, Participant shall not presume that the rights granted to APGH have been transferred to Sponsor; accordingly, Participant shall honor and abide by this Agreement and, prior to any use of Developments and/or Information, shall nevertheless obtain the written consent from APGH that Developments and/or Information may be used even with Sponsor.

5. INDEMNIFICATION. Participant acknowledges that compliance with the terms and conditions of this Agreement is necessary to protect the business and goodwill of APGH and Sponsors and that a breach of any of the same will irreparably and continually damage APGH and Sponsors, for which money damages may not be adequate. APGH and/or Sponsors shall also be entitled to preliminarily or permanently enjoin Participant from violating this Agreement. Nothing in this Agreement shall be construed to prohibit APGH and/or Sponsors (as intended beneficiaries) from also pursuing any and all other remedies available in law or equity. Participant hereby indemnifies and holds APGH harmless from all damages arising from or related to the performance and/or enforcement of this Agreement, including, without limitation, incidental and consequential damages, reasonable attorney’s fees and court costs.

6. MISCELLANEOUS.

Assignment. This Agreement is for the personal services and Participant may not assign all or any of its rights or delegate all or any of its obligations hereunder without the prior written consent of APGH, which consent shall be given by APGH in its sole discretion. When applicable, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Severability. Terms and conditions of this Agreement shall be considered severable, and if for any reason any term or condition is determined for any reason to be unenforceable under current or future law, such unenforceable term or condition shall not impair the valid terms and conditions of this Agreement, provided the intent of this Agreement is maintained.

Legal Proceedings. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. The parties consent to the personal jurisdiction of the Commonwealth of Pennsylvania and agree that any legal proceedings arising out of this Agreement shall be conducted solely in such Commonwealth, venue of Allegheny County. The parties agree that any claim or dispute arising from, related to, or in connection with this Agreement instituted by Participant shall be resolved exclusively by binding confidential arbitration pursuant to the Commercial Rules of the American Arbitration Association. Any award may be entered in any court having jurisdiction thereof.

Force Majeure. Neither party shall be liable for any failure to perform any obligations under this Agreement due to causes which are beyond their control or power to remedy.

Waiver; Notices. The failure of either party to insist upon strict performance of any of the terms of this Agreement, or the waiver by either party of any breach of any term of this Agreement, shall not prevent any subsequent strict enforcement of such terms and shall not be deemed a waiver of any subsequent breach, whether similar in nature or not. All notices shall be in writing and shall be deemed to have been duly given if mailed by United States certified or registered mail, return receipt requested, postage pre-paid, properly addressed, or confirmed delivery electronic mail at respective email addresses customarily used by the parties.

Release of Name, Likeness. **Participant agrees and consents, without further consideration, to APGH's and Sponsor's now and unlimited future right to use Participant's name, image and/or likeness throughout the world for evaluation, Sessions, reporting, promotional and other purposes, in any type of media, form, format or facility, alone or with others, in conjunction with or separate from other content, as originally acquired or modified, including, but not limited to, video and pictorial, and hereby releases APGH and Sponsor, as the case may be from such use. Participant agrees to use best efforts to cooperate with promotional activities, such as in a group and/or individually, and further understands that not all participants might be in all promotional media.**

By submitting an application to participate in a Session, either online or in print form, Participant agrees to the terms and conditions hereof without reservation. Participant is the person whose name is on the submitted application, either online or in print form. Participant is a natural person more than 18 years of age, and Participant is the person who is completing the application for attendance at the Sessions.

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Participant Signatory

Date

ACADEMY PITTSBURGH, LLC

By:	January 1, 2018
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Josh Lucas, President of Academy Pittsburgh

Date