



VALENTE BROTHERS DEFENSIVE TACTICS PROGRAM TRAINING AGREEMENT ("AGREEMENT")

PARTIES

This Valente Brothers Defensive Tactics (VBDT) Program Agreement (the "Agreement") is entered into _____ (the "Effective Date"), by and between **Valente Brothers Self Defense**, with an address of **16360 26th Avenue North Miami Beach, FL 33160** (herein "Trainer") and **Hallandale Beach Police Department**, with an address of **400 S Federal Highway, Hallandale Beach, FL 33009**, (herein "HBPD").

1.0 SERVICES OF TRAINER

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Trainer shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder.

1.2 Trainer's Proposal.

The Scope of Service shall include the Trainer's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Trainer's Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of HBPD and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Familiarity with Work.

By executing this Contract, Trainer warrants that Trainer (a) has thoroughly investigated and considered the scope of services to be performed, and (b) has carefully

considered how the services should be performed. Should the Trainer discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Trainer shall immediately inform HBPD of such fact and shall not proceed except at Trainer's risk until written instructions are received from the Contract Officer.

1.5 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.6 Work Product

Only the individual skills and techniques taught by Trainer in connection with the Services rendered hereunder shall be deemed "Work Product."

1.7 Trainer's Proprietary Material.

HBPD does not under this Agreement acquire any ownership rights in any curriculum created as part of the Services to be rendered hereunder which is proprietary to Trainer ("Trainer's Proprietary Material"). VBTD Curriculum and Valente Brothers® Curriculum are Trainer's Proprietary Material. Any use of VBTD Curriculum or Valente Brothers® Curriculum must be authorized by written agreement.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Trainer shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference.

2.2 Method of Payments.

The contract sum is due in full prior to scheduled training.

2.3 State and Federal Taxes

HBPD will not:

- withhold FICA (Social Security and Medicare taxes) from Trainer's payments or make FICA payments on Trainer's behalf
- make state or federal unemployment compensation contributions on Trainer's behalf, or
- withhold state or federal income tax from Trainer's payments.

Trainer shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Trainer is not a corporation, self-employment (Social Security) taxes. Upon demand, Trainer shall provide HBPD with proof that such payments have been made.

2.4 Unemployment Compensation

HBPD shall make no state or federal unemployment compensation payments on behalf of Trainer or Trainer's employees or contract personnel. Trainer will not be entitled to these benefits in connection with work performed under this Agreement.

2.5 Workers' Compensation

HBPD shall not obtain workers' compensation insurance on behalf of Trainer or Trainer's employees and contract personnel. If Trainer hires employees or subcontractors to perform any work under this Agreement, Trainer will cover them with workers' compensation insurance to the extent required by law and provide HBPD with a certificate of workers' compensation insurance before the employees begin the work.

2.6 Insurance

HBPD shall not provide insurance coverage of any kind for Trainer or Trainer's employees or contract personnel. Trainer shall obtain comprehensive or commercial general liability insurance coverage in the minimum amount of \$_____ combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability. Before commencing any work, Trainer shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies. Trainer shall maintain coverage during the entire term of this Agreement.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Trainer shall commence training as soon as an agreeable schedule can be created, but training must commence within six months of contract payment.

3.3 Cancellation of Scheduled Training Session.

HBPD shall provide twenty-four (24) hours' notice of any necessary cancellation of a scheduled Training Session. Failure to provide twenty-four (24) hours' notice more than two (2) times during contract term shall result in the Client being charged the full rate for the cancelled/missed Training Session. The Company and its Trainer(s) will endeavor to also provide the Client twenty-four (24) hours' notice of any scheduled

Training Session that may need to be cancelled; however, there may be instances where this is not practicable, and such would not constitute breach of this Contract on behalf of the Trainer.

3.4 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Trainer, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including HBPD, if the Trainer shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Trainer be entitled to recover damages against HBPD for any delay in the performance of this Agreement, however caused, Trainer's sole remedy being extension of the Agreement pursuant to this Section.

3.5 Term.

Unless earlier terminated in accordance with Section 5.6 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one and one half (1.5) years from the date hereof, except as otherwise provided in the Schedule of Performance.

4.0 COORDINATION OF WORK

4.1 Representative of Trainer.

The following principals of Trainer are hereby designated as being the principals and representatives of Trainer authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Pedro Valente, II

Gui Valente

Joaquim Valente

All Trainer instructors will be agents, employees or subcontractors of Trainer specifically trained to teach the VBTD techniques and skills under the direction of principles.

4.2 Contract Officer.

The Contract Officer shall be such person as may be designated by the Executive Director of HBPD, and at the initiation of this Agreement, the Executive Director shall be Contract Officer. It shall be the Trainer's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Trainer shall refer any decisions which must be made by HBPD to the Contract Officer. Unless otherwise specified herein, any approval of HBPD required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of HBPD required hereunder to carry out the terms of this Agreement.

4.3 Assignment.

This Agreement may not be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of HBPD. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void.

4.4 Independent Contractor.

Neither HBPD nor any of its employees shall have any control over the manner, mode or means by which Trainer, its agents, employees, or subcontractors, perform the services required herein, except as otherwise set forth herein. HBPD shall have no voice in the selection, discharge, supervision or control of Trainer's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Trainer shall perform all services required herein as an independent contractor of HBPD and shall remain at all times as to HBPD a wholly independent contractor with only such obligations as are consistent with that role. Trainer shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of HBPD. HBPD shall not in any way or for any purpose become or be deemed to be a partner of Trainer in its business or otherwise or a joint venturer or a member of any joint enterprise with Trainer.

5.0 ENFORCEMENT OF AGREEMENT

5.1 Florida Law.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Florida. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the Eleventh Judicial Circuit in and

for Miami-Dade County, in the state of Florida (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then such other court sitting in such county and having subject matter jurisdiction) and Trainer agrees to submit to the personal jurisdiction of such court in the event of such action.

5.2 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

5.3 Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

5.4 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

5.5 Termination Prior to Expiration of Term.

Contract may not be terminated by HBPD once contract sum is paid.

5.6 Termination for Default of Trainer.

If termination is due to the failure of the Trainer to fulfill its obligations under this Agreement, HBPD may, after compliance with the provisions of Section 5.2, take over the work and prosecute the same to completion by contract or otherwise, and the Trainer shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that HBPD

shall use reasonable efforts to mitigate such damages), and HBPD may withhold any payments to the Trainer for the purpose of set-off or partial payment of the amounts owed HBPD as previously stated.

5.7 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6.0 MISCELLANEOUS PROVISIONS

6.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of HBPD, to HBPD Manager and to the attention of the Contract Officer, via email at _____, and in the case of the Trainer, to the person at the address designated on the execution page of this Agreement or via email at info@valentebrothers.com. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

6.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the

parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.5 Training Area

HBPD shall prepare a training area with sufficient space for the number of participants, their training partners, and instructors to move freely and safely both standing and on the ground in a physical encounter. To provide the safest training conditions, each training session HBPD will prepare and inspect training area to be clear, sanitized, and free from small debris and loose or unnecessary peripheral objects. Training mats will be provided by _____ and placed and stored by _____ each training session. HBPD will provide a cleaning product and towels for immediate treatment of mats during training (i.e., blood droplets or liquid hazards), and for _____ to clean the mats following each training session.

6.6 First Aid and AED

HBPD shall provide and make readily available First Aid supplies and equipment, and notify Trainers of location of First Aid supplies, equipment, and AED (if applicable). In the event of a medical necessity or emergency, HBPD shall provide First Aid and AED following its protocols and in the absence of HBPD direction or provision, Trainers shall provide First Aid and AED. In the event of a life-threatening emergency 911 shall be contacted as soon as possible by either Trainer or HBPD.

6.7 Medical Clearance

Participation in the VBBDT Program may consist of simulated fighting and attacks, mentally intense situations, and may be physically intense and induce stress. Physical activity may include, but is not limited to, standing, striking, wrestling, sparring, bending, reaching, lifting, rolling, falling, scrambling, feelings of pressure, constraints, and confinement, etc. This list is not intended to be an exhaustive list of all exposures that may occur in Trainer activity. HBPD affirms that all HBPD Participants are medically

clear to participate in the VBDT Program which includes such physical and mental exposures.

6.8 HBPD Compliance with the Law

Valente Brothers Defensive Tactics utilize dangerous and sometimes deadly skills that may or may not be legal depending on the circumstances. Trainer does not provide legal advice with regards to use of force and techniques. Trainer makes no assertion or guarantee that the VBDT techniques are free from risk of injury, illness, death or other consequences or legal action. All VBDT techniques shall be used within the confines of all ordinances, resolutions, statutes, rules, and regulations of HBPD and any Federal, State, or local governmental agency, and shall be utilized under the direction of HBPD.

6.9 Release and Waiver of Liability

HBPD and each VBDT Program participant must sign a copy of the attached Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement for Jūjutsu Self-Defense Training, Exhibit "C", which shall be incorporated herein by this reference as though fully set forth herein. Any sections duplicated between this Agreement and the incorporated attached Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement for Jūjutsu Self-Defense Training shall be construed to each apply in addition to each other and shall not be construed to diminish the effects of each other to release Trainer of the burdens of liability or risk, or the benefit of indemnification.

6.10 Indemnification

HBPD agrees to indemnify and hold harmless the Trainer and its Trainer(s) for any injuries, illnesses, death and the like experienced as the result of the HBPD's Training Sessions or in injuries, illnesses, death and the like experienced by the use of any VBDT techniques by any HBPD participant, employee, or agent whether in the line of duty or off duty. This indemnification shall be construed to apply in addition to, and shall not be construed to diminish the effects of, any indemnification clause incorporated through section 6.9 and/or in Exhibit "C", Release and Waiver of Liability, Assumption of Risk, And Indemnity Agreement for Jūjutsu Self-Defense Training

6.11 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

Dated: _____, 20____
Hallandale Beach Police Department
By: _____
Name: _____
Title: _____

Dated: _____, 20____
Valente Brothers Self Defense
By: _____
Name: _____
Title: _____

[END OF SIGNATURES]

Attachments:

Exhibit A – Scope of Services

Exhibit B – Schedule of Compensation

Exhibit C – Release and Waiver of Liability, Assumption of Risk, and Indemnity

Agreement for Jūjutsu Self-Defense Training

EXHIBIT "A"

SCOPE OF SERVICES

As detailed in attached Proposal #077-2020 with the following further details:

VBDT One Time Initial Training Class

Dates TBD

VBDT Department Training:

This training will consist of monthly classes held at the Hallandale Beach Police Department. Classes will be held four (4) days per month for seven and half (7.5) (5 X 1.5 hours sessions) hours per day. Attendance per class will be no more than six (6) officers.

Proposed Dates Commencing 2022:

The four days per month will be a Monday, Tuesday, Wednesday, Thursday, as follows:

January	10, 11, 12, 13	July	11, 12, 13, 14
February	7, 8, 9, 10	August	8, 9, 10, 11
March	21, 22, 23, 24	September	12, 13, 14, 15
April	18, 19, 20, 21	October	17, 18, 19, 20
May	16, 17, 18, 19	November	7, 8, 9, 10
June	20, 21, 22, 23	December	5, 6, 7, 8

Each day will include five (5), 1.5-hour sessions, totaling 7.5 hours per day, as follows:

9:30 am to 11:00 am

11:00 am to 12:30 pm

4:30 pm to 6:00 pm

6:00 pm to 7:30 pm

7:30 pm to 9:00 pm

VB Train-the-Trainer Course: This course consists of six (6) days immersion training to be held at VB Headquarters in North Miami Beach. Trainers will have a chance to work hands-on with the Valente Brothers in the technical and philosophical elements of the VB System. Course will be held every six (6) months.

Dates TBD



VBDT Program

Proposal #: 077-2020

THIS PROPOSAL CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF VALENTE BROTHERS JIU-JITSU INC. AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF VALENTE BROTHERS JIU-JITSU INC.

Valente Brothers Jiu-Jitsu

16360 NE 26th Ave North Miami Beach, FL 33160 T (305) 354-2060 info@ValenteBrothers.com www.ValenteBrothers.com

Page 12 of 26

info@valentebrothers.com (305) 354 2060
Valente Brothers® 16360 26th Avenue North Miami Beach, FL 33160



Valente Brothers

Evolution with Tradition

Valente Brothers' mission is to raise the physical confidence and overall wellness of students of all ages by teaching a complete and efficient self defense skill set within a safe, clean, positive and respectful environment. We are committed to preserving the technical and philosophical roots of jujutsu (jiu-jitsu) as imparted to us by Grandmasters Helio Gracie and Dr. Pedro Valente Sr.

History

Pedro, Gui and Joaquim represent the third generation of the Valente family who have been deeply involved with martial arts training during a span of sixty five years. The brothers became loyal disciples and protégés of the legendary Grand Master Helio Gracie in their early childhood. In addition they also received extensive training in boxing and judo from an early age. This eclectic training philosophy, which they have always maintained, has given them a unique and well rounded approach to the art of jujutsu. This has attracted students from all over the world. After twenty five years of dedicated work, together they constructed a state of the art building in South Florida, exclusively designed to instruct students of all ages and backgrounds, including members of our armed forces and law enforcement communities, in the art of self defense.

Name

Valente means brave in Portuguese. Therefore, Valente Brothers stands for brave brothers, representing the spirit of courage and camaraderie that pervades our academy. By becoming a part of Valente Brothers, you will join a tight knit family that is brought together by the common goal of becoming empowered through the practice of this ancient martial art.

Valente Brothers Self-Defense

16360 NE 26th Ave North Miami Beach, FL 33160 T (305) 354-2060 info@ValenteBrothers.com www.ValenteBrothers.com



Organizations Trained by VBDT

Miami Dade Police 	City of Miami Police 	Surfside Police 
Aventura Police 	Federal Bureau of Investigation 	Broward Sheriff's Office 
United States Special Operations Command 	USS Gridley (DDG-101) 	USS Philippine Sea (CG-58) 
101st Airborne Division Fort Campbell 	Camp Liberty in Iraq Operation Iraqi Freedom 	31st Air Defense Artillery Brigade Fort Still 
United States Southern Command 	Florida National Guard 	Marine Corps Embassy Security Group 

- Agents from most federal agencies and officers from virtually every police department in South Florida have completed our Foundations Course.

Valente Brothers Self-Defense

16360 NE 26th Ave North Miami Beach, FL 33160 T (305) 354-2060 info@ValenteBrothers.com www.ValenteBrothers.com



The VBDT Program

The Program

The Valente Brothers Defensive Tactics (VBDT) Program is a highly specialized course for law enforcement professionals. The techniques featured in the VBDT program have been adopted by virtually every federal and state law enforcement agency in the US as well as all five branches of the US Armed Forces, including the special operations community. The VBDT program is continually evolving based on feedback from those who are using it in the field and training regularly with the Valente Brothers around the world. Today, the VBDT program offers multiple modules of certification as well as continuous training programs. Featured in one of the continuous training programs is the Art of Adaptation (AoA) for Law Enforcement Personnel, a stress avoidance system for complete wellness and mental awareness.

Synopsis (AoA)

The Art of Adaptation' vision is for its trainees to effectively manage all public encounters to a safe outcome for all parties concerned. The goal of this complete system of self defense, stress dissolution, health awareness, and adaptation principles is for the shifting of organizational behavior using three diverse concepts:

- 1) mind and body coordination
- 2) living life philosophy
- 3) maintaining positive health habits

The results are for police personnel to achieve:

- a) calm demeanor
- b) efficient thinking
- c) accurate assessment of situations

Valente Brothers Self-Defense

16360 NE 26th Ave North Miami Beach, FL 33160 T (305) 354-2060 info@ValenteBrothers.com www.ValenteBrothers.com



The desired outcome is for increased public safety and increased community respect for police, reduced causes for liability and positive tenure of the organization's desired personnel. The aforementioned goal is well facilitated in the details of operation in the Valente Brothers' proven self-defense system.

Reality

Assaults against law enforcement officers and excessive force allegations are at an all-time high. According to the FBI, in 2009 there were 57,268 sworn law enforcement officers assaulted in the line of duty. The largest percentage of victim officers (32.6%) were assaulted during disturbance calls (family quarrels, bar fights, etc.). Of the assaults, 81.4% (46,616) were committed by unarmed perpetrators who only used their hands, elbows, knees and feet to assault the officer. It is deduced through science that officers are responding subconsciously to fear of victimization without an efficient automatic response. These statistics indicate stimulated stressors deep within police officers that go on unaddressed and in many cases undetected until emotionally sparked, ending in liable actions.

Solution

The VBDT Program is different from other traditional DT courses as it has a unique non-violent and court-defensible strategy for officers to apply in routine as well as adverse situations they might encounter in their line of duty. One allegation of excessive or improper use of force can undermine a law enforcement organization's authority and jeopardize its relationship with the community. The curriculum taught in the VBDT Program is specifically designed to achieve maximum efficiency, while at the same time minimizing injuries to the subject on whom they are being applied. Nearly all of the organizations taught by the Valente Brothers have reported a significant decrease in the number of excessive force allegations.

Valente Brothers Self-Defense

16360 NE 26th Ave North Miami Beach, FL 33160 T (305) 354-2060 info@ValenteBrothers.com www.ValenteBrothers.com



VB Module Program

The VB Module Program is a living curriculum that is constantly evolving to meet the needs of those whose lives depend on it. This proposal is for the first six (6) modules of a total of 12 module system that is highly adaptable to the needs of the department.

Program

Module 1 - Emotional Intelligence

Module 2 - Healthy Living, Nutrition and Stress Management

Module 3 - Weapon Retention

Module 4 - Deescalating and Maintaining Distance

Module 5 - Ground Survival

Module 6 - Edged Weapon Defense

Module 7 - Arrest and Control Procedures (Single and Multiple Officers)

Module 8 - Neutralizing Strikes

Valente Brothers Self-Defense

16360 NE 26th Ave North Miami Beach, FL 33160 T (305) 354-2060 info@ValenteBrothers.com www.ValenteBrothers.com



Scope of Training:

VB Department Training:

This training will consist of monthly classes held at the Hallandale Beach Police Department. Classes will be held four (4) days per month for seven and half (7.5) (5 X 1.5 hours sessions) hours per day. Attendance per class will be no more than six (6) officers.

VB Train-the-Trainer Course:

This course consists of six (6) days immersion training to be held and VB Headquarters in North Miami Beach. Trainers will have a chance to work hands-on with the Valente Brothers in the technical and philosophical elements of the VB System. Course will be held every six (6) months.

VBDT for HBPD Continuous Development Training

Description	Quantity	Unit Price	Cost
VBDT - Department Training - Day Rate	90	\$2,500.00	\$225,000.00
4 Days/Month/Year for 90 Officers			
VBDT - Train the Trainer - Week Rate	6	\$1,300.00	\$7,800.00
3 DT Instructors One week every six (6) months / year.			
Subtotal			\$232,800.00
- 40% Special HBPD Discount			-\$93,120.00
Total			\$139,680.00

Valente Brothers Self-Defense

16360 NE 26th Ave North Miami Beach, FL 33160 T (305) 354-2060 info@ValenteBrothers.com www.ValenteBrothers.com

info@valentebrothers.com (305) 354 2060
Valente Brothers® 16360 26th Avenue North Miami Beach, FL 33160

EXHIBIT "B"
SCHEDULE OF COMPENSATION

VBDT for HBPD Continuous Development Training

Description	Quantity	Unit Price	Cost
VBDT - Department Training - Day Rate 4 Days/Month/Year for 90 Officers	90	\$2,500.00	\$225,000.00
VBDT - Train the Trainer - Week Rate 3 DT Instructors One week every six (6) months / year.	6	\$1,300.00	\$7,800.00
Subtotal			\$232,800.00
- 40% Special HBPD Discount			-\$93,120.00
Total			\$139,680.00

EXHIBIT "C"
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT FOR JŪJUTSU SELF-DEFENSE TRAINING



VALENTE BROTHERS

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR JŪJUTSU SELF-DEFENSE TRAINING ("AGREEMENT")

READ THIS FORM COMPLETELY AND CAREFULLY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND VALENTE BROTHERS® HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE OR ENTER THE PREMISES IF YOU DO NOT SIGN THIS FORM. THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. YOU MAY WISH TO CONSULT WITH AN ATTORNEY BEFORE SIGNING.

CONSIDERATION

In valuable consideration of being allowed to participate in martial arts training known as jūjutsu (also jiu-jitsu, judo, or self-defense), tactical training and other activities upon the premises located at 16360 NE 26th Ave, North Miami Beach, FL 33160 ("Premises") organized by Valente Brothers® and/or of permission for entry upon the Premises, and/or for off-site or online jūjutsu training organized by Valente Brothers® (collectively, "Activity"),

PHYSICAL CONDITION/MEDICAL AUTHORIZATION

I ACKNOWLEDGE, AGREE, AND REPRESENT THAT I understand the nature of the Activity and that I am qualified, in good health, and in proper physical and emotional condition to participate in such Activity and I have consulted with a physician, and I have no health problems that preclude full and safe participation such as asthma, diabetes, epilepsy or heart problems, or a medical condition that makes exposure to a virus unusually dangerous.

I AGREE AND WARRANT THAT IF, at any time, I believe the conditions to be unsafe, or if I am unfit for any component of Activity participation, I will immediately discontinue participating in the Activity and I will immediately advise a staff member of any unsafe condition I observe.

I FURTHER AGREE THAT I WILL FOLLOW ALL SAFETY RULES AND INSTRUCTIONS INCLUDING AS REGARDS INFECTIOUS DISEASE.

I AUTHORIZE ANY EMERGENCY FIRST AID, CPR, AEDs, medication, medical treatment, emergency transportation and surgery deemed necessary for me by attending medical personnel and I assume all costs involved in such treatment.

ASSUMPTION OF RISK

I FULLY UNDERSTAND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY and that:

- 1) THE ACTIVITY INVOLVES CONSIDERABLE PHYSICALITY: simulated fighting and attacks, mentally intense situations, and may be physically intense and induce stress. Physical activity may include, but is not limited to, standing, striking, wrestling, sparring, bending, reaching, lifting, rolling, falling, scrambling, feelings of pressure, constraints, and confinement, etc. This list is not intended to be an exhaustive list of all exposures that may occur in the Activity,
- 2) THE ACTIVITY INVOLVES RISKS AND DANGERS OF **SERIOUS BODILY INJURY**, (including physical, psychological, emotional, or other injuries), minor scrapes and bruises, pain, suffering, illness, broken bones or concussion, permanent disability, paralysis, and even death; and
THE ACTIVITY INVOLVES RISKS OR DANGERS OF BEING EXPOSED TO AND ILLNESSES FROM **INFECTIOUS DISEASES INCLUDING COVID-19**, MRSA, influenza, and other communicable diseases, some of which may be fatal (collectively, "Risks"). Releasees cannot prevent you or your children from becoming exposed to, contracting, or spreading **COVID-19** or other communicable diseases while utilizing Releasees' services or premises. Therefore, if you choose to utilize Releasees' services or enter onto Releasees' premises in person rather than arranging for an alternative method of enjoying the same services virtually (e.g., videoconferencing or virtual classes) you may be exposing yourself and your child to and/or increasing your risk of contracting or spreading a communicable disease; and
- 3) these Risks and dangers may be caused by my own actions, inactions, negligence, conditions related to travel, or the condition of the Premises, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releasees named below; and
- 4) while particular rules, sanitation protocols, safety equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and
- 5) there may be other risks or social and economic losses either not known to me or not readily foreseeable at this time; and

I FULLY UNDERSTAND, ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity, including travel to, from and during Activity.

WAIVER OF LAWSUIT/LIABILITY

In consideration of being allowed to participate in Activity, I AND EACH OF MY HEIRS, PERSONAL REPRESENTATIVES, GUARDIANS, CONSERVATORS, AGENTS, SUCCESSORS AND ASSIGNS, AGREE TO HOLD HARMLESS AND COVENANT NOT TO SUE, AND HEREBY RELEASE AND

DISCHARGE, Valente Brothers®, Jiu-jitsu Self-Defense Systems Inc., VB Tactical Corp., 16348 NE 26th Ave LLC, and each of its owners, stockholders, administrators, directors, managers, agents, officers, members, volunteers, employees, participants, officials, insurers, affiliates, independent contractors, equipment suppliers, successors and assigns, in their official and individual capacities, and owners and lessors of the Premises on which the Activity is conducted (each of the forgoing shall be considered one of the "Releasees" herein) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTIVITY, INCLUDING THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, AND related to utilizing Releasees' services and premises including all phases of participation, warm ups, use of equipment, use of facility (including but not limited to private lesson rooms, locker room, showers, sidewalks, rooftop and parking lot), instruction and supervision during this and all subsequent participation in Activity.

PHOTOGRAPH AND VIDEO PROMOTIONAL USAGE RELEASE AND WAIVER

I ADDITIONALLY PERMIT Releasees to photograph or videotape my participation in this Activity, including sound and video recordings (collectively, "Recordings"). I GIVE RELEASEES ALL RIGHTS to market, publish, reproduce (in any and all media), and otherwise use Recordings without my permission. I RELEASE Releasees and Releasees' assigns, licensees, and successors from any claims that may arise regarding the use of my Recordings, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. Releasees are permitted, although not obligated, to include my name as credit in connection with Recordings. Releasees are not obligated to utilize any of the rights granted in this Recordings usage agreement.

INDEMNIFICATION

I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf arising out of an injury to the participant, OR co-participants or rescuers, makes a claim against any of the Releasees arising from conduct of participant during participation, I WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim. Such release, discharge, and covenant not to sue to the Releasees includes, without limitation, any possible legal claim for an act, or failure to act, amounting to negligence on the part of any of the Releasees.

CHOICE OF LAW

I UNDERSTAND AND AGREE that the law of the State of Florida will apply to this Agreement and any legal action relating to or arising out of this Agreement will be commenced exclusively in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (or if such Circuit Court does not have jurisdiction over the subject matter thereof, then such other court sitting in such county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

SEVERABILITY

I AGREE that if any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

ACKNOWLEDGEMENT

I ACKNOWLEDGE that I am age 18 or older, I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT and fully understand its terms, understand that I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, have signed it freely and without any inducement or assurance of any nature and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I UNDERSTAND AND AFFIRM THAT THIS AGREEMENT SUPERCEDES ANY AND ALL PREVIOUS ORAL OR WRITTEN PROMISES OR AGREEMENTS WITH REGARDS TO THIS SPECIFIC ACTIVITY.

Printed Name of Participant: _____

Participant Signature: _____ Date Signed: _____

Emergency Phone #(s): _____



VALENTE BROTHERS

Rules and Regulations

ETHICS

- Please refer to the 753Code.
- All jūjutsu techniques are only to be used in self-defense and within the confines of the law.
- Techniques should only be taught by certified Valente Brothers instructors.

HEALTH & HYGIENE

- Personal cleanliness is essential. Having a shower before class is obligatory. Hair, if long, must be tied back. Nails must be clipped. Hands and feet must be clean.
- Do not attend class if you are ill. Any health condition, including injuries, which may pose a risk to others or to yourself must be discussed with a Valente Brothers instructor before participation.
- Refrain from removing your mouth guard during class.

SAFETY

- No training without instructor supervision is permitted.
- Wearing any hard or metallic object during class is not permitted.
- No jewelry of any kind should be worn to class.
- All appropriate safety equipment must be worn during Sparring and Striking classes.
- Children not participating in class must be kept under parental supervision at all times.
- A mouthpiece and groin protection are required for all Striking classes.
- When joining the Sparring class please follow the Sparring safety rules.

ETIQUETTE

- Private class appointment cancellations must be done 24 hours before the start date of the scheduled class.
- No photography, video, or audio recordings of any kind are permitted without the express written consent of Valente Brothers.
- No outside food is allowed in the school.
- All electronic devices must be put on silent and are not allowed inside classrooms.
- Always sign up for class using the Valente Brothers app and greet the instructor.
- Do not leave the mat without permission from the instructor.
- During a lesson, only talk about issues that pertain to the subject matter of the class.
- Inappropriate behavior is not tolerated, such as foul language and bodily gestures.

- Always maintain appropriate posture on the mat. It is improper to lean against the walls, sit with your legs stretched out, lie down, or lean back on an elbow unless you are engaged in specific training.
- The kimono jacket must remain closed at all times.
- Have respect and be courteous to everyone. No loud talking while class is in session.
- No shoes are allowed on the mat.
- No eating, drinking, or chewing gum on the mat.
- Never walk around bare-chested outside the locker room.
- Take your kimonos and all your belongings with you when you leave.

EQUIPMENT

- For every class wear a clean Valente Brothers kimono with no rips, tears, holes, or stains.
- Under kimonos, only Valente Brothers white rash guards are permitted.
- A dark blue Valente Brothers rash guard must be worn during Striking and No Kimono classes.
- A mouthpiece and groin protection are required for all Striking classes.
- No bare feet allowed outside mat areas. Sandals or flip flops highly recommended.