

**CROKER FIRE & LIFE SAFETY INSTITUTE
SECURITY GUARD TRAINING PROGRAM**



- A. The student has agreed to enroll in Croker Fire & Life Safety Institute, for purposes of participating in the Security Guard training program as required by the New York State General Business Law, Section 89-n. Failure to attend this scheduled class will result in a forfeiture of the program fee and the student will need to reschedule to attend the next available session.
- B. The student agrees to participate in the full eight (8) hour course or (16) hour course and complete an examination thereafter, if required. A determination by the New York State Division of Criminal Justice Services and the Program as to the student's successful completion of the course will be solely determined by the school and the student waives any and all rights to appeal such determination either administratively or in a court of law.
- C. The nonrefundable fee for attendance in the program is payable in advance.
- D. Croker Fire & Life Safety Institute represents that its instructor, school, and curriculum have met the required standards for approval and certification by the New York State Division of Criminal Justice Services.
- E. The parties hereto acknowledge and agree that the training to be provided by Croker Fire & Life Safety Institute is for the sole purpose of meeting the minimum requirements of:
- The eight (8) hour **Pre-Assignment Training Course** as set forth in the Security Guard Act of 1992 (New York General Business Law, section 89-n),
 - The sixteen (16) hour **On-The-Job Training Course** as set forth in the Security Guard Act of 1992 (New York General Business Law, section 89-n) and
 - The eight (8) hour **Annual In-Service Training Course** as set forth in the Security Guard Act of 1992 (New York General Business Law, Article 7, section 70, et. seq.)

No representation or warranty is made, expressly or impliedly, that the program and curriculum is sufficient or reasonable to train an individual to perform particular security guard duties.

- F. Student and Sponsor (if any) jointly and severally, agree to release, indemnify, defend and hold Croker Fire & Life Safety Institute, its stockholders, directors, officers, employees agents and representatives harmless from and against any claims, suits, causes of action, judgments and causes of action of any nature, including negligence (including without limitation, death) arising from or related to any actual or alleged act or failure to act by the student or the sponsor including, without limitation, claims of inadequate or improper training. I further expressly understand and agree the foregoing release, indemnity, and hold harmless is intended to be as broad and inclusive as permitted by the law of the State of New York and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

This agreement represents the entire understanding between the parties and supersedes any and all prior agreements, written or oral, between the parties. The terms and conditions set forth in paragraphs "E" and "F" of this Agreement shall survive the termination of this agreement.