

PRACTICAL SHOCK ANALYSIS & DESIGN COURSE

REGISTRATION, CANCELLATION, TRANSFER & ATTENDANCE AGREEMENT

This Course Registration, Cancellation, Transfer & Attendance Agreement (“Agreement”) establishes the terms and conditions governing registration and participation in the Practical Shock Analysis & Design Course (“Course”) offered by HI-TEST Laboratories, Inc. (“HI-TEST”).

By submitting a registration, signing this Agreement, authorizing payment, or otherwise confirming enrollment in the Course, the registering individual and/or the organization sponsoring the attendee (“Registrant”) acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Agreement.

The person registering for the Course represents that he or she is authorized to enter into this Agreement on behalf of the sponsoring organization, when applicable.

Registration is subject to available seating and is not considered fully secured until registration has been accepted by HI-TEST and the applicable registration fee has been paid or payment arrangements approved by HI-TEST.

1. PURPOSE AND ACCEPTANCE

The provisions below govern the Registrant’s payment obligations, cancellation rights, transfer rights, attendance, use of Course Materials, conduct, and other conditions of participation.

2. COURSE REGISTRATION AND LIMITED SEATING

Course registration is offered on a limited-capacity basis. HI-TEST reserves the right to limit enrollment and to close registration when the maximum number of participants has been reached.

A registration constitutes a commitment to purchase one seat in the Course. Because Course planning, facilities, instructors, materials, and other resources may be committed in advance based upon the number of registered attendees, cancellations and non-payment are subject to the terms of this Agreement.

3. REGISTRATION FEES AND PAYMENT

The registration fee for the Course is the amount stated on the applicable Course registration page, invoice, or registration confirmation.

Unless otherwise agreed in writing by HI-TEST, all registration fees must be paid in full no later than thirty (30) calendar days before the first day of the Course.

Any registration that remains unpaid in whole or in part thirty (30) calendar days before the Course is subject to cancellation by HI-TEST and revocation of the reserved seat without further notice.

If a registration is submitted fewer than thirty (30) days before the first day of the Course, payment is due upon registration unless HI-TEST approves alternative payment terms in writing. HI-TEST reserves the right to decline or revoke an unpaid registration at any time when payment has not been timely received.

A seat is not guaranteed solely because a registration form has been submitted, an invoice has been issued, or an attendee has been listed as registered.

The Registrant remains responsible for all fees associated with its registration unless a cancellation or transfer is completed in accordance with this Agreement.

4. CANCELLATION BY THE REGISTRANT

A cancellation request must be submitted to HI-TEST in writing. The effective date of cancellation shall be the date HI-TEST receives the written cancellation request.

A. Cancellation More Than Thirty (30) Days Before the Course

For cancellations received more than thirty (30) calendar days before the first day of the Course, the Registrant will be eligible for a refund of amounts paid, subject to any separately disclosed and non-recoverable third-party charges expressly identified by HI-TEST.

B. Cancellation Within Thirty (30) Days of the Course

For cancellations received thirty (30) calendar days or fewer before the first day of the Course, HI-TEST will assess a cancellation fee equal to ten percent (10%) of the applicable registration fee.

The remaining ninety percent (90%) of the registration fee paid will be eligible for refund, provided the cancellation is otherwise properly submitted under this Agreement.

C. No-Show / Failure to Attend

If a registered attendee does not attend the Course and does not timely cancel or transfer the registration in accordance with this Agreement, the registration fee is non-refundable, and no credit or refund is required to be provided.

Failure to attend one or more days of the Course does not entitle the Registrant to a partial refund.

A participant who voluntarily leaves the Course before completion for personal, professional, medical, travel, scheduling, or other reasons is not entitled to a partial or prorated refund.

5. TRANSFER OF REGISTRATION

All registrations are 100% transferable without penalty to another employee, colleague, or representative within the same organization.

A transfer may be made at any time prior to the start of the Course, provided HI-TEST receives written notice identifying:

- The originally registered attendee; and
- The replacement attendee and his or her applicable contact information.

The replacement attendee must agree to comply with all provisions of this Agreement.

An intra-organization transfer does not constitute a cancellation and therefore does not incur the ten percent (10%) cancellation fee.

Transfers between separate legal entities, companies, government organizations, or unrelated organizations are not permitted without the prior written approval of HI-TEST and may be treated as a cancellation and new registration.

HI-TEST may require reasonable documentation to verify that the replacement attendee is employed by or otherwise affiliated with the same organization as the original registrant.

6. COURSE CHANGES, POSTPONEMENT, OR CANCELLATION BY HI-TEST

HI-TEST reserves the right to make reasonable changes to the Course, including changes to instructors, agenda, instructional content, schedule, location, facilities, or other logistical details, when circumstances require.

HI-TEST also reserves the right to postpone or cancel the Course due to circumstances including, without limitation, insufficient enrollment, instructor availability, facility availability, weather, natural disaster, public health conditions, governmental restrictions, transportation disruptions, emergencies, acts of God, or other circumstances beyond HI-TEST's reasonable control.

If HI-TEST cancels the Course and does not provide a suitable substitute date or other registration option, the Registrant's available remedy shall be limited to a refund of registration fees actually paid to HI-TEST for the cancelled Course.

HI-TEST shall not be responsible for airfare, lodging, transportation, meals, salary, lost work time, cancellation charges, travel insurance, or any other incidental, consequential, special, or indirect costs incurred by the Registrant or attendee as a result of a Course cancellation, postponement, schedule change, or location change.

Registrants are encouraged to make travel and lodging arrangements that allow for cancellation or modification.

7. FORCE MAJEURE

HI-TEST shall not be liable for failure or delay in performing its obligations under this Agreement to the extent such failure or delay results from circumstances beyond its reasonable control, including acts of God, fire, flood, severe weather, epidemic or pandemic conditions, governmental action, war, terrorism, civil disturbance, labor disruption, transportation interruption, facility closure, utility interruption, or other unforeseeable circumstances that materially affect the ability to conduct the Course.

In such circumstances, HI-TEST may reschedule, relocate, modify, or cancel the Course in accordance with Section 6.

8. COURSE CONTENT AND EDUCATIONAL LIMITATIONS

The Course is intended to provide educational and professional development information based upon the instructors' knowledge, experience, methodologies, examples, and materials.

The Registrant acknowledges and agrees that:

- Course materials are provided for educational and informational purposes.
- HI-TEST does not represent or warrant that the Course content will address every application, discipline, program, equipment type, contractual requirement, or engineering function encountered by every attendee.
- HI-TEST does not represent or warrant that any particular method, calculation, analysis, design approach, recommendation, example, or other information presented during the Course will be appropriate for the attendee's specific project, organization, equipment, contract, customer, or application.
- The Course does not constitute engineering design, engineering certification, legal advice, contractual advice, regulatory advice, or project-specific professional services.
- Attendees are solely responsible for independently evaluating and validating the applicability of Course information to their particular circumstances and for complying with applicable specifications, standards, laws, regulations, contractual requirements, customer requirements, and organizational procedures.
- Examples, illustrations, calculations, case studies, and demonstrations are provided for instructional purposes and should not be construed as a guarantee of performance or suitability for a particular purpose.

Nothing presented during the Course shall be construed as a guarantee that an attendee's equipment, design, analysis, test plan, test procedure, or qualification approach will be accepted, approved, qualified, or certified by any customer, government agency, engineering organization, approval authority, classification society, licensing authority, or other third party.

9. CEUs, PDHs, CERTIFICATES, AND PROFESSIONAL CREDIT

HI-TEST may, at its discretion, provide a certificate of attendance, continuing education documentation, professional development hours ("PDHs"), continuing education units ("CEUs"), or other documentation associated with participation in the Course.

HI-TEST makes no representation or guarantee that any CEUs, PDHs, certificate, or other educational credit issued or documented by HI-TEST will be accepted by any engineering firm, professional licensing board, state licensing authority, employer, approval agency, accreditation organization, professional society, or other entity.

The acceptance, recognition, or applicability of any professional development credit is determined solely by the applicable licensing authority, employer, engineering firm, approval agency, accreditation body, or other third party.

Each attendee is solely responsible for determining in advance whether the Course and any associated documentation satisfy the requirements applicable to the attendee's professional license, certification, employment, or other credential.

10. INSTRUCTOR MATERIALS AND INTELLECTUAL PROPERTY

All Course materials, presentations, handouts, notes, graphics, photographs, videos, examples, exercises, and other content supplied by HI-TEST or its instructors ("Course Materials") are provided for the personal use of registered Course attendees.

Unless expressly authorized in writing by HI-TEST:

- Course Materials may not be reproduced, republished, distributed, sold, licensed, transmitted, posted online, or commercially exploited.
- Course Materials may not be used to create or market competing training programs or derivative instructional products.
- Course presentations may not be recorded by audio, video, screen capture, or other means.

All intellectual property rights in Course Materials remain with HI-TEST, its instructors, or their respective owners, as applicable.

Registration does not transfer ownership of any intellectual property to the Registrant or attendee.

11. CONFIDENTIALITY, SECURITY, AND CONTROLLED INFORMATION

Attendees shall not introduce, disclose, transmit, photograph, record, or otherwise provide classified, controlled, export-controlled, proprietary, trade secret, personally identifiable, or other restricted information to HI-TEST, its instructors, other attendees, or Course facilities unless specifically authorized and appropriate under applicable requirements.

The Course is not intended to receive classified or otherwise controlled government information.

Attendees are responsible for complying with all security, information protection, export control, cybersecurity, and organizational requirements applicable to them and their employers.

HI-TEST reserves the right to restrict discussion, remove materials, or exclude an attendee from participation when necessary to protect sensitive information, Course Materials, personnel, facilities, or legal and contractual obligations.

12. ATTENDEE CONDUCT AND PROFESSIONAL BEHAVIOR

HI-TEST is committed to maintaining a professional, respectful, productive, and inclusive educational environment.

All attendees are expected to conduct themselves professionally and respectfully toward instructors, speakers, staff, facility personnel, and fellow attendees.

Prohibited conduct includes, without limitation:

- Harassment, discrimination, intimidation, threats, bullying, or abusive behavior;
- Disruptive conduct that materially interferes with instruction or other attendees' ability to participate;
- Verbal or physical threats or violence;
- Unauthorized recording, photography, reproduction, or distribution of Course Materials;
- Unauthorized solicitation, commercial promotion, or distribution of materials;
- Misuse of Course facilities or equipment;
- Conduct that violates applicable law, facility rules, or safety requirements; and
- Any other conduct that HI-TEST reasonably determines is inappropriate or materially disruptive.

HI-TEST may remove an attendee from the Course for serious or repeated violations of these standards without refund.

Removal from the Course does not relieve the Registrant of its payment obligations and shall not create a right to a refund.

13. FACILITY AND SAFETY REQUIREMENTS

Attendees must comply with all reasonable safety requirements, facility policies, access restrictions, and instructions issued by HI-TEST, instructors, facility personnel, or authorized representatives.

Some portions of the Course may involve demonstrations, equipment, laboratory environments, or facility visits. Participation in any demonstration or facility activity is subject to the applicable safety requirements and instructions.

HI-TEST may restrict participation in any activity when an attendee fails to comply with safety requirements or instructions.

14. PERSONAL RESPONSIBILITY

Each attendee participates in the Course voluntarily and is responsible for determining whether participation is appropriate based upon his or her own professional responsibilities, knowledge, experience, physical capabilities, and organizational requirements.

HI-TEST is not responsible for an attendee's failure to understand, correctly interpret, properly apply, or independently verify Course information.

15. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COURSE AND COURSE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

HI-TEST MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE COMPLETENESS, ACCURACY, TIMELINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR APPLICABILITY OF THE COURSE OR COURSE MATERIALS.

HI-TEST DOES NOT WARRANT THAT THE COURSE WILL PRODUCE ANY PARTICULAR PROFESSIONAL, ENGINEERING, DESIGN, TESTING, QUALIFICATION, CERTIFICATION, BUSINESS, OR OTHER RESULT.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HI-TEST SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE COURSE, THIS AGREEMENT, COURSE CANCELLATION OR POSTPONEMENT, COURSE CONTENT, TRAVEL, FACILITIES, OR PARTICIPATION IN THE COURSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HI-TEST'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE COURSE OR THIS AGREEMENT SHALL NOT EXCEED THE REGISTRATION FEES ACTUALLY PAID TO HI-TEST FOR THE REGISTRATION GIVING RISE TO THE CLAIM.

Nothing in this Agreement is intended to exclude or limit liability to the extent such limitation is prohibited by applicable law.

17. INDEMNIFICATION

To the maximum extent permitted by applicable law, the Registrant agrees to be responsible for claims, damages, losses, liabilities, costs, or expenses arising from the Registrant's or attendee's unlawful conduct, violation of facility rules, misuse of Course Materials, violation of third-party rights, or breach of this Agreement.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict-of-law principles.

Any legal action arising from or relating to this Agreement, the Course, or the registration relationship shall be brought in a court of competent jurisdiction located in the Commonwealth of Virginia, unless applicable law requires otherwise.

19. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, that provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

20. ENTIRE AGREEMENT

This Agreement, together with the applicable registration confirmation, invoice, and any written terms expressly incorporated by HI-TEST, constitutes the entire agreement between the Registrant and HI-TEST concerning Course registration and participation and supersedes prior verbal or written representations concerning the same subject matter.

Any amendment or waiver of this Agreement must be made in writing by an authorized representative of HI-TEST.

21. NO WAIVER

HI-TEST's failure to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce that provision or any other provision at a later time.

22. ACCEPTANCE OF TERMS THROUGH REGISTRATION; NO SIGNATURE REQUIRED

By submitting a registration for the Course, the Registrant acknowledges that the Course Registration, Cancellation, Transfer & Attendance Agreement has been made available for review prior to completion of the registration and agrees to be bound by all of its terms and conditions.

No handwritten or electronic signature is required to accept this Agreement. Completion and submission of the Course registration, including payment or authorization of payment, constitutes the Registrant's affirmative acceptance of this Agreement.

Where a registration is submitted by an individual on behalf of an organization, the individual represents that he or she is authorized to register the attendee and to accept these terms on behalf of the organization. The organization shall be responsible for the registration and payment obligations associated with the registration.

Where the attendee is not the individual who completed the registration, the attendee's participation in the Course constitutes acknowledgement of and agreement to comply with the provisions of this Agreement applicable to attendees, including provisions concerning conduct, confidentiality, intellectual property, security, safety, and use of Course Materials.

The Registrant acknowledges that a copy of this Agreement may be provided electronically, including through a hyperlink or other electronic means, and that electronic access to or retention of the Agreement satisfies any requirement that the terms be provided in writing, to the extent permitted by applicable law.