



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between personal finance trainer, Benjamin Colman Hauptfuhrer, aka Cole Hauptfuhrer (“CH”), doing business as Find Fat Fish LLC (“FFF”, CH and FFF, collectively “Trainer”), and the undersigned (“Client” or “you”). The provision of personal finance training services by Trainer to Client is contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any personal finance training with Trainer, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer. You agree that you are voluntarily participating in the personal finance training activities, are responsible for your investment decisions, and assume all risk of injury or loss to you or your property that might result. This includes, without limitation, any loss in or with respect to investments of any type or nature, regardless of the cause of any such loss.

You understand and acknowledge that Trainer is providing a methodology and framework for an approach to investing in the stock market, but is not providing advice with respect to any particular security or investment strategy. You acknowledge that Trainer does not know all the relevant facts about you and your individual needs and is not in a position to claim or represent that any particular investments are suitable for you. You acknowledge that you alone are responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You also acknowledge that Trainer is not providing any tax, legal, or other similar advice.

RELEASE: You agree, on behalf of yourself and your personal representatives, heirs, executors, administrators, agents and assigns, to release and discharge Trainer and Trainer’s affiliates, related entities, employees, agents, representatives, successors and assigns, from any and all claims or causes of action (known or unknown) arising out of the provision of personal finance training, including any arising out of negligence of Trainer or any of Trainer’s affiliates, employees, agents, representatives, successors and assigns. This waiver and release of liability includes, without limitation, any losses that may occur with respect to any and all investments that you make, whether based on the personal finance training or otherwise.

INDEMNIFICATION: By execution of this Agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage or cost Trainer may incur due to the provision of personal finance training by Trainer to you.

ACKNOWLEDGEMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of New York and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. You agree that this release is binding on your personal representatives, heirs, executors, administrators, agents and assigns.

ADDITIONAL TERMS: The terms of this agreement and the terms set forth under “Caveat Emptor” of the website www.findfatfish.com (“website terms”) constitute the entire agreement between you and Trainer, superseding any prior agreements between you and Trainer. If there is any conflict between the website terms and this agreement, this agreement will govern.

You acknowledge that you are not entitled to a full or partial refund of this workshop after attending your first training. While you are entitled to pause your participation in the workshop, you agree to complete the workshop within six months of attending your first training or forfeit unused sessions after six months have elapsed. You agree not to distribute or monetize Trainer's proprietary content without Trainer's written consent.

This agreement is governed by and construed in accordance with the laws of the State of New York without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. You and Trainer agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within New York County, New York, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

The failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of that right or provision. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. Except as otherwise expressly stated in this agreement, there are no third party beneficiaries to this agreement.

This agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this agreement by facsimile or electronic transmission, including but not limited to e-signature, shall be effective as delivery of a manually executed counterpart of this agreement.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to assert a claim or bring legal action against Trainer for Trainer's negligence in connection with receiving personal finance training from Trainer and for any loss or losses in or with respect to any investments that you make. You have read and voluntarily signed this waiver and release and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Date: _____

Name: _____

Email: _____

Address: _____

Telephone: _____



Accepted as of the date above written:

Find Fat Fish LLC

By: Benjamin Colman Hauptfuhrer

Signature: _____