

Teach Me Tricking User License Agreement

This License Agreement (the “Agreement”), dated as of _____ (the “Effective Date”), is made and entered into by and between _____ (“Licensee”) and Daniel Perez de Tejada DBA Cinematic Martial Arts (“Licensor”). Residence for each party is stated with signatures.

1. The License: Licensor grants to Licensee a license to use the Teach Me Tricking A.K.A. Cinematic Martial Arts program (the “Program”) as part of the Teach Me Tricking service (the “Service”), subject to the following restrictions
 - A) Licensee is granted a non-exclusive, non-assignable and non-transferable license to use the Program.
 - B) Use of the Program footage by the Licensee is limited to non-public, non-broadcast viewing on a single device.
 - C) Licensee may not use the Program in whole or in part to create derivative works.
 - D) The Program may not be used, in part or in whole, as a trademark or servicemark, nor may Licensee claim any proprietary rights of the Program, or any part thereof.
 - E) Program includes all video and arrangement of training materials and material documents, in part or in whole, identified in Licensor invoice to Licensee as contained in the specific medium.
2. Limitations: Licensee may not make available some or all of the Program on a web page or other display as a separate or downloadable reusable file, or disassemble, decompile, reverse engineer, translate, or otherwise decode the Program for any reason whatsoever. Licensee shall take reasonable efforts to prevent the unlawful sharing, downloading, or copying of any part of the Program.
3. Fees and Payment: In exchange for its usage of Licensor's Program as provided hereunder, Licensee agrees to pay Licensor a license fee in advance in the amount of _____ (purchase option)
4. Copyright: Licensor, its Licensors and Contributors shall retain all right, title, and interest in and to the Program not expressly granted by the License Grant above. Such rights are protected by the United States and International Copyright laws and international treaty provisions. Licensee may be held legally responsible for any copyright infringement that is caused or encouraged by its failure to abide by the terms of this agreement.
5. No Warranty: Licensor makes no representation or warranty with respect to the use of names, trademarks, logos, registered or copyrighted designs or works of art depicted in any of the Program, and Licensee must satisfy itself that all necessary rights, model releases, consents, or permissions as may be required for its intended usage are secured. All content in Program is provided “as is.” Licensor makes no representation or warranty either express or implied including but not limited to any implied use of warranties of

merchantability, fitness for any particular use, quality of image, or compatibility with any computer hardware or other equipment, operating system, or software program. Neither Licensor, nor any of its directors, officers, employees, subsidiaries, affiliates, or agents shall be liable for any damages, whether direct, incidental, or consequential, or other damages arising out of the use of, or the inability to use, the Program.

6. Limitation of Liability: Under no circumstances will Licensor be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or the inability to use the Program or the Service.
7. Injury: Licensee acknowledges that martial arts and acrobatics are inherently dangerous activities. Licensee releases Licensor from any and all liability for any loss, damage, injury, expense, demand, or cause of action that Licensee may suffer whether with respect to personal injury, death, damage, or destruction of property or otherwise that may arise as a result of its use of the Program or the Service.
8. Licensee Indemnity: Licensee will indemnify and hold harmless the Licensor, collectively and individually, from any and all losses, liabilities, damages, demands, costs, and expenses that they may incur, for any reason whatsoever that may arise as a result of use of the Program or the Service.
9. Licensor Indemnity: Licensor makes no representation, explicit or implied, that the Program does not infringe on the trademark or trade secret of a third party that may not be affiliated with the Licensor. The Licensor makes no representation, explicit or implied, that the Licensor indemnifies the Licensee against any such claim.
10. Termination: Should Licensee breach the terms of this Agreement, Licensor has the right to terminate this Agreement upon five (5) days written notice to Licensee at the address provided above. Termination shall take effect on the sixth (6th) day if remedy for breach is not made complete. Any unauthorized use of the Program by Licensee will constitute an infringement on the rights of Licensor, including but not limited to Licensor's copyrights in the Program. In the event of a breach by Licensee, and a failure to remedy, all rights granted to Licensee under this Agreement shall terminate. Licensor retains all rights and remedies available in law or equity and Licensee specifically acknowledges that any breach will result in irreparable harm and loss to Licensor. Any use of the Program by Licensee after notice to terminate will constitute intentional infringement of the copyrights held by Licensor, permitting the award of attorney fees, damages, and/or statutory damages under U.S. Copyright Laws.
11. Injunctive Relief: Licensee agrees that any breach of its obligations with respect to Licensor's proprietary or intellectual property rights will result in irreparable injury to Licensor for which money damages are inadequate and Licensee therefore agrees that Licensor is entitled to injunctive relief in addition to any other relief that a court may deem proper.

12. Integration: Licensor reserves the right to pursue any claim or controversy relating to intellectual property rights, not by arbitration, but by a court located in the State of Colorado. In the event that either a court of competent jurisdiction directs Licensor and Licensee to go to court, or the matter involves a copyright, Licensee agrees to fully reimburse Licensor for its reasonable legal fees, costs, and disbursements if Licensor is successful in the suit. Licensor reserves the right to seek an injunction to prevent breach of Licensee's obligation to Licensor's intellectual property rights. Licensor reserves the right to withdraw Program from use at any time, for any reason.

13. General Provisions: If any provision of this Agreement is found to be illegal or unenforceable, the legality and enforceability of the other provisions of the Agreement will not be affected. No License for use of Licensor's Program is granted until payment in full for the Program has been received by Licensor. No failure of either party to exercise or enforce any of its rights hereunder will serve as a waiver of such rights. This Agreement shall be governed in all respects by the laws of the State of Colorado, excluding its body of law relating to conflicts of law, and excluding the issue of copyright, including its validity, interpretation, performance, breach, or any other matter. Any and all disputes arising under this Agreement, with the above exceptions, shall be settled under arbitration pursuant to the rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in the highest court having jurisdiction as provided herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date

LICENSEE

By: _____

Date: _____

Residence: _____

LICENSOR

By: _____

Date: _____

Residence: _____