IMPORTANT!

PLEASE READ CAREFULLY BEFORE SIGNING!

THIS IS A PROMISE TO UNDERTAKE CERTAIN OBLIGATIONS AND A DISCLAIMER AND RELEASE OF CERTAIN LEGAL RIGHTS!

IN CONSIDERATION of the Food Safety Preventive Controls Alliance ("FSPCA") providing training on compliance with the FDA Food Safety Modernization Act ("FSMA"), I, as a Food Safety Preventive Controls Lead Instructor, agree as follows:

I fully understand and acknowledge that: (a) the information provided by the FSPCA is for training purposes only and does not create binding obligations for the Food and Drug Administration ("FDA") or industry; (b) The FSPCA is not my attorney and cannot provide me with legal advice; (c) the FSPCA curriculum is intended as a training tool to assist companies in complying with FSMA but does not ensure compliance with FDA's regulations or any other law or legal requirement; and (d) the information provided by the FSPCA will vary in applicability to each company.

I further understand and acknowledge that: (a) the FSPCA does not guarantee the accuracy, adequacy, completeness or availability of any information provided in its curriculum and is not responsible for any errors or omissions or for any results obtained from the use of such information; (b) the FSPCA gives no express or implied warranties, including but not limited to, any warranties of merchantability or fitness for a particular purpose or use; (c) I hereby release FSPCA (and its officers, employees, and representatives) from any lawsuit, action, or legal claim that may arise out of any negligent act or omission relating in any way to the training provided by FSPCA; and (d) in no event shall the FSPCA (or its officers, employees, or representatives) be liable for any indirect, special or consequential damages in connection with the use of its training curriculum or the information provided therein.

I further understand and promise that I will not represent, in any manner, whether expressly or implicitly, that: (a) I am certified, licensed, accredited, qualified, registered, sanctioned, authorized, recognized, endorsed, or in any way approved by the FSPCA or (b) I passed an FSPCA training course or am an expert on the FSPCA curriculum or the information provided therein. I understand and acknowledge that I may represent that I "attended" the FSPCA lead instructor training and that, as a result, I am a Food Safety Preventive Controls Lead Instructor.

When training individuals and companies on compliance with FSMA, I Promise to affirmatively represent, both orally and in any written materials provided to trainees that, although I attended the FSPCA lead instructor training: (a) I do not represent, speak for, or act on behalf of the FSPCA; (b) the FSPCA cannot provide legal advice; (c) the FSPCA does not guarantee the accuracy, adequacy, completeness or availability of any information provided and is not responsible for any errors or omissions or for any results obtained from the use of such information; (d) following the FSPCA curriculum does not ensure compliance with FDA's regulations or any other law or legal requirement; and (e) the FSPCA gives no express or implied warranties, including but not limited to, any warranties of merchantability or fitness for a particular purpose or use.

I HAVE CAREFULLY READ THE ABOVE PROMISE TO UNDERTAKE CERTAIN OBLIGATIONS AND RELEASE DISCLAIMER AND, BY SIGNING IT, AGREE IT IS MY INTENTION TO ABIDE BY ITS TERMS.

CAUTION: READ BEFORE SIGNING!

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Signature                  Print Name                      Date