



Studio Elixir, Inc., dba Richardson Global Strategies/Tradingtechnicalanalysis.com
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement (“Agreement”) is entered into by and between D’mitri Dean Richardson, and Richardson Global Strategies/Tradingtechnicalanalysis.com as a registered name and dba(s) of Studio Elixir, Inc.; all hereinafter referred to as “Promisee,” and _____, hereinafter referred to as “Promisor.”

Tradingtechnicalanalysis.com, and Richardson Global Strategies (RGS) are dba(s) of Studio Elixir, Inc; they shall all be referred to as “Promisee” and “Studio Elixir, Inc.” in this document. Promisor desires to receive proprietary information about technical analysis of financial markets, financial analysis strategies, in return for financial consideration. Promisee shall also provide individual workbook detailing all methods, informational, and formulas outlined in the training. This material constitutes the unique and original intellectual property of Promisee.

1. In consideration for purchasing and being trained in the use of “The Opener” Market Strategy, I hereby release, covenant not to sue, hold harmless, release, waive, and discharge D’mitri Dean Richardson, anyone who maintains the site or publishes anything on Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees"); from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any financial loss, trading losses, investing loss, and emotional distress; whether caused by the negligence of the promisor, market conditions, or otherwise, that may arise from the use or misuse of the knowledge, practices, technical analysis systems, techniques, software, or any and all other information received in purchase, training and trading of this strategy. _____ Initial

2. I am fully aware of risks and hazards connected with trading and investing in any financial market, and have read, received, and understood the following disclaimers: U.S. Government Required Disclaimer Commodity Futures Trading Commission: Futures and Options trading has large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the futures and options markets. Don’t trade with money you can’t afford to lose. This is neither a solicitation nor an offer to Buy/Sell futures, stocks or options on the same. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed in this book. The past performance of any trading system or methodology is not necessarily indicative of future results.

CFTC RULE 4.41 HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF



LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFIT OR LOSSES SIMILAR TO THOSE SHOWN. _____ Initial

3. D'mitri Dean Richardson holds a CMT from the Market Technicians Association. I fully understand and affirm by signing this document that neither D'mitri Dean Richardson, nor anyone associated with Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc, or any of its officers, servants, agents and employees (hereinafter referred to as "releasees") are Commodity Trading Advisors or Registered Investment Advisors; or are licensed, certified or approved in any way by, or affiliated with, any governmental regulatory agency, including the National Futures Association, Commodities Futures Trading Commission, Security and Exchange Commission, or any other organization. _____ Initial

4. I affirm, by signing this document, that I have been notified, fully understand, and affirm that all of the information, technical analysis, strategies, code and software presented and given in this training pertain to technical analysis of financial markets, and do not constitute trading or investing advice. Further, none of the strategies or code given in this training for consideration or otherwise are "autotradere" in any way or are capable, in the form transmitted in this training, of causing any order to be placed in any financial market for any financial instrument. I hereby covenant not to sue, hold harmless, release, waive, and discharge D'mitri Dean Richardson, Richardson Global Strategies (RGS), anyone who maintains the site or publishes anything on Tradingtechnicalanalysis.com, Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any claim of financial loss or emotional distress either directly or indirectly related the use of any software, code, or formula received in this training and purchase of this strategy; or any modification thereof. _____ Initial

5. I understand and affirm, by signing this document and taking this training, that the funds used to pay Promisee for the training are coming from discretionary income or assets, this payment does not in any way create a financial burden for myself or my family, and this payment will not deplete capital necessary to invest or trade with. I hereby covenant not to sue, hold harmless, release, waive, discharge D'mitri Dean Richardson, anyone who maintains or publishes anything on Tradingtechnicalanalysis.com Richardson Global Strategies (RGS), Studio Elixir, Inc. and its officers, servants, agents, and employees (hereinafter referred to as "releasees") from any and all liability, including but not limited to, claims regarding trading or investing losses or claims, demands, actions and causes of action whatsoever, arising out of or relating to, any financial hardship caused by payment for this training or costs relating to purchasing this strategy.
_____ Initial



6. By signing this document, document I understand and affirm the following (a,) (b,) and (c):

- a. the performance associated with this strategy comes in the form of hypothetical, back–tested data and not actual trading results.
- b. I further understand and affirm that performance expressed in hypothetical back-tested results in no way constitutes, implies, that such performance represents in any way “typical” strategy performance or results.
- c. I affirm that the results of hypothetical back-testing any technical analysis or trading strategy, actual past trading results, or any claims about their past performance, do not guarantee future performance or profit; cannot be construed as actual, may differ from software package to software package or even from computer to computer; and cannot be duplicated by live technical analysis or trading.

In direct relation to my understanding and affirmation of (a,) (b,) and (c) above, I hereby covenant not to sue, hold harmless, release, waive, and discharge D’mitri Dean Richardson, anyone who maintains or publishes anything on Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, including but not limited to, trading or investing losses, claims, demands, actions and any causes of action whatsoever, arising out of or relating to, any claim regarding the accuracy of any back-testing statistic related to any technical analysis, strategy, or technique taught at this training and/or embodied in any software given out at this training; or any claim regarding past, present, or future performance or inference of profitability made relating to any trading technique or technical analysis strategy taught in this training. I have not relied on the actual trading results or testimonial of any individual or entity in my decision to take this training. _____ Initial

7. By signing this document, I fully understand and affirm that, in any and all descriptions of this training, or any information displayed on Tradingtechnicalanalysis.com or communication with anyone at Richardson Global Strategies (RGS,) or Studio Elixir, Inc, that no individual or entity, including past clients or training presenter, “hold themselves out” as achieving a certain level of success as trader, investor, or analyst; either with this strategy or any other, or hold themselves out in any way as amassing any level of wealth derived from any or all of the information displayed on Tradingtechnicalanalysis.com. Neither this strategy or any combination of this strategy with any other market trading strategy or technical analysis constitute a “futures trading system” or a “stock trading system.” No one associated with the development, training of this strategy, Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) or Studio Elixir, Inc. accurately tracks and/or verifies earnings, returns, or profits of past or present clients. I hereby covenant not to sue, hold harmless, release, waive, discharge D’mitri Dean Richardson, anyone who maintains or publishes anything on Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or relating to any claim that anyone associated with the development, purchase, or training of this strategy; Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) or Studio Elixir, Inc. ‘held themselves out’ as offering a “stock trading system” or “futures trading system;” or held themselves or their clients out in any way as achieving any level of



success as trader or amassing any level of wealth derived from trading, investing, trading this or any other strategy.

_____ Initial

8. I understand and affirm, by signing this document, that before any payment for this training was made I have done my due diligence in researching D'mitri Dean Richardson, Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc, its officers, servants, agents and employees; as well as the content of and information about _____. In light of this due diligence, I believe _____ is worth the price advertised on the Tradingtechnicalanalysis.com website. I also affirm by signing this document that neither D'mitri Dean Richardson, Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc, its officers, servants, agents and employees used any telephone, tablet, mobile device, computer, or direct mail to "solicit" or "entice" me to attend this training and event. By signing this document I affirm that any or all information posted on Tradingtechnicalanalysis.com is believed to be accurate but not guaranteed. I hereby covenant not to sue, hold harmless, release, waive, discharge D'mitri Dean Richardson, anyone who maintains or publishes anything on Tradingtechnicalanalysis.com Richardson Global Strategies (RGS,) Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, including but not limited to, claims regarding trading or investing losses; or any claims, demands, actions and causes of action whatsoever arising out of or relating to any claim that any of the parties above enticed, defrauded, withheld information from, or pressured me in any way to purchase this strategy; or in any way denied my opportunity to or dissuaded or discouraged me from performing due diligence on D'mitri Richardson, Richardson Global Strategies (RGS,) and/or Studio Elixir, Inc. _____ Initial

9. I affirm by signing this document that I agree to the "no refund" policy, in part and in whole, for _____; and I affirm that this policy was posted clearly on Tradingtechnicalanalysis.com, and was communicated to me clearly in writing or verbally before I gave any deposit or any other funds to D'mitri Dean Richardson/Tradingtechnicalanalysis.com/ /Richardson Global Strategies (RGS)/Studio Elixir, Inc. I affirm that the strategy/training price was clearly and consistently communicated. Further, I affirm that it was clearly communicated to me either verbally or in writing before making any payments in relation to this training or event; that I would be required to sign a non-disclosure agreement and this hold-harmless agreement before attending the actual training. I hereby covenant not to sue, hold harmless, release, waive, discharge D'mitri Dean Richardson, anyone who maintains or publishes anything on Tradingtechnicalanalysis.com Richardson Global Strategies (RGS,) Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, including but not limited to, claims regarding trading or investing losses; claims, demands, actions and causes of action whatsoever arising out of or relating to any claims that the "no refund" policy has not been communicated to me before any payment or that the price was unclear. _____ Initial



10. By signing this document I promise not to trade or make any financial transaction using actual moneys based on or using any information, technique, strategy, or technical analysis, in whole or in part, purchased from D'mitri Dean Richardson/Richardson Global Strategies (RGS)/Studio Elixir, Inc., until I have established an extensive profitable record paper trading or simulator trading record using or incorporating said strateg(ies,) techniques, information, or technical analysis.
_____ Initial

11. By signing this document, I affirm that every term on this agreement also extends to any and all past and future follow-up teaching, instruction, information about financial markets, technical analysis; received by webinar, in-person training, over Skype, email, phone, or any other means of communication from D'mitri Dean Richardson, anyone who maintains or publishes anything on Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc. and its officers, servants, agents and employees. _____ Initial

12. It is my express intent that this Release & Hold Harmless document shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative(s), if I am deceased or incapacitated, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees. _____ Initial

13. I affirm by signing this document that I understand that neither this trading strategy nor or the accompanying training material and follow-up promises, infers, or guarantees any type of return on investment, or promises or infers that I will make money trading or investing in the financial markets. I further affirm that I understand that no matter how good the trading methods or technical analysis I use on the financial markets, my ability as a trader will be influenced by the local, personal, and global environment in which I trade; and those factors will have the overwhelming impact upon my ability to make money trading and investing in the financial markets. I also understand that factors such as, but not limited to: geopolitical changes and events, changed laws effecting financial exchanges and trading, computer hardware and software, brokerage performance, work and personal schedule, attitude of a significant other towards my involvement in the markets, and changed regulation can all suddenly change market behavior or adversely impact my ability to execute trading and analysis systems that back-test or have been traded very profitably in the past. I hereby covenant not to sue, hold harmless, release, waive, discharge D'mitri Richardson, anyone who maintains the their websites or publishes anything on the site Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any misunderstanding or belief that using this or any other trading strategy, technique, or technical analysis will be accompanied by the promise or guarantee of making money trading or investing in the financial markets. _____ Initial

14. I affirm by signing this document that I have been informed, prior to the final and complete purchase of this strategy, that strategy developer and presenter, D'mitri Dean Richardson, has sources of income in addition to involvement in the financial markets. I further affirm that I have



been informed, prior to purchasing this strategy, that presenter develops a variety of market strategies on many different timeframes and markets for a variety of client needs, and therefore it is not possible for him to consistently trade each one. I hereby covenant not to sue, hold harmless, release, waive, discharge D'mitri Dean Richardson, Tradingtechnicalanalysis.com, Richardson Global Strategies (RGS,) anyone who maintains the site or publishes anything on the Tradingtechnicalanalysis.com, Studio Elixir, Inc. and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any misunderstanding or belief that D'mitri Richardson derived his income solely from trading the financial markets or trades every signal and market as back-tested in any method, strategy, or technique presented for sale on the website. _____ Initial

In signing this release, I acknowledge and represent that:

- A. I have completely and thoroughly read all eight (6) pages of the foregoing release, understand it, agree completely with every section and statement numbered 1 through 14 (including sub-sections and paragraphs), and sign it voluntarily as my own free act and deed;
- B. I affirm that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I submit to all the constraints, terms, and agreements of this document and consider them as legally Valid and Binding in all countries of the world.
- D. I am at least eighteen (18) years of age and fully competent; and
- E. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Participant Signature: _____

Name Printed: _____

Date _____