

ARMITAGE TACTICAL GROUP - RULES AND LIABILITY WAIVER

PARTICIPATION RULES:

If you have ever been convicted, true found, or arrested for a felony, or currently on formal, informal, or summary probation/parole, you are not permitted to register/participate in any of our classes.

If you are currently under the influence of an over-the-counter or prescription drug that would impair your judgment or mental/physical ability to safely operate a firearm (real or simulated), or you are currently under the influence of any amount of alcohol/illegal substance, you are not permitted to participate in today's event.

All students are required to sign a Liability Waiver. No student may begin the course unless they have fully executed the Liability Waiver.

At any given time, ARMITAGE TACTICAL GROUP training instructors maintain the right to terminate a class or student for any reason. Reasons for termination are listed, but not limited to the following: violation of participation rules, unsafe behavior, under the influence of any substance, not following safety instructions, etc.

All ARMITAGE TACTICAL GROUP training instructors are independent contractors that are fully qualified, experienced, skilled, and insured. You may only interact with any firearms (real or simulated), ammunition, firearm accessories (real or simulated), etc. when instructed by an ARMITAGE TACTICAL GROUP instructor.

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

I also hereby fully acknowledge, understand, agree to, release and hold harmless ARMITAGE TACTICAL GROUP, its instructors, independent contractors, acting agents representing both real or personal property, heirs, next of kin, assigns, personal representatives and estates on behalf of myself, and acknowledge each of the listed ARTICLES (1-13):

Article 1: I acknowledge the risks and dangers that exist in my use of any firearms (real or simulated) and my participation in such and assume the risk(s) which could result in physical and/or emotional injury, paralysis, death, or damage to myself, property, or to third-parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk(s) include, but are not limited to: the undersigned or third-parties being shot by a firearm (real or simulated); suffering hearing loss, eye injury or loss, inhalation or contact with airborne contaminants and or flying debris, and being struck anywhere on my person (body). I also acknowledge that I can receive bruises and slight injuries as a result of participating in these activities. Furthermore, I understand that the instructors have a difficult job to perform. The instructors seek safety, but the instructors are not infallible. The instructors might be unaware of a participant's fitness or abilities. The instructors may give inadequate warnings or instructions, and the equipment used might malfunction.

Article 2: I expressly agree and promise to accept all of the risks existing in this activity. Participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to indemnify and hold harmless the ARMITAGE TACTICAL GROUP, its instructors, independent contractors, agents, representatives, sponsors, directors, officers, volunteers, participants, employees and staff against loss or expense including attorneys fees, by reason of the liability imposed by law upon ARMITAGE TACTICAL GROUP. It is further understood and agreed that this WAIVER AND ASSUMPTION OF RISK shall (at the option of ARMITAGE TACTICAL GROUP) defend ARMITAGE TACTICAL GROUP with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in the defense of

any litigation, mediation and or arbitration suit arising hereunder. It is further agreed that all disputes shall be submitted to binding and litigated or arbitrated within the State's jurisdiction and venue of ARMITAGE TACTICAL GROUP's registered office and settled in accordance with the rules of the Court or arbitration (such as with the American Arbitration Association).

I hereby voluntarily release, ARMITAGE TACTICAL GROUP, its instructors, independent contractors, agents, representatives, sponsors, directors, officers, volunteers, participants, employees, and staff, forever (discharge) and agree to indemnify and hold harmless from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of any equipment or facilities including any and all, but not limited to, indoor/outdoor shooting ranges and the participant's residence, including any such claims which allege negligent acts or omissions of ARMITAGE TACTICAL GROUP, its instructors, independent contractors, agents, representatives, sponsors, directors, officers, volunteers, participants, staff and employees.

Article 3: I agree to be personally responsible for my own safety. I agree to follow all instructions given by instructors immediately, except if I should have any reservations about any of the instructors' instructions, I shall, while maintaining safety for myself and others, immediately notify of such. I may choose NOT to participate in any activity in this course of instruction that I deem unsafe. I additionally acknowledge that the instructors may, at any time, make a judgment call such as but not limited to safety, disorderly conduct, or acting in an un-sportsmanship like manner and should I fail to correct my actions after being warned, the instructors may use their own discretion and determine whether or not I may continue with the course or be terminated. Upon termination I understand that I will have to leave the course/facility immediately and not be entitled to any refund of monies paid and all materials presented to me on that day or any related materials/equipment to the course will be returned as property of ARMITAGE TACTICAL GROUP.

Article 4: I agree that at anytime, if I am not capable, whether physically/mentally challenged in completing the required demands and/or functions of the course, I am required to immediately advise the instructors. I agree to perform the techniques taught at no greater speed or force level that I am comfortable with and competent at. I shall perform only those techniques taught by the instructors, and shall not improvise additional techniques on my own during the course of this instruction. I agree that the instructors have no responsibility to accommodate me or change the instruction of the course. Prior to this course, upon registration and prior to registration I acknowledge and agree to have read all the requirements of this particular course.

Article 5: I shall immediately notify an instructor of any injury that I have received or that I have observed to any other participant.

Article 6: I will extend every effort to make sure the training area is safe. If I should become aware of any potentially unsafe aspect to the training area (shooting range/class facility/participant's residence), including unsafe behavior of other participants, I agree to immediately notify an instructor. I also agree to not hold liable ARMITAGE TACTICAL GROUP, its instructors, independent contractors, agents, representatives, sponsors, directors, officers, volunteers, participants, employees, and staff for any damage that occurs to the training area as a result of the activity.

Article 7: I agree when arriving or departing range property, I must keep firearm(s) (real or simulated) unloaded and cased with actions open or unloaded and secured in an approved holster within a gun bag; this includes concealed weapons while on the shooting range or any real property where the class instruction is being held.

Article 8: I consent to having my photograph taken while participating at ARMITAGE TACTICAL GROUP classes/events. These pictures may be displayed in any and all ARMITAGE TACTICAL GROUP publications, including but not limited to newsletters, the ARMITAGE TACTICAL GROUP website (www.ArmitageTactical.com), brochures, advertisements, and displayed within any ARMITAGE TACTICAL GROUP media source (including video). I hereby give consent for unlimited media use without compensation, monetary or otherwise, by ARMITAGE TACTICAL GROUP. *Current Law Enforcement Officers can request reasonable anonymity (no facial depictions).

Article 9: I understand that engaging in firearms (real or simulated) and/or the instructional activities constitutes my involvement in a very hazardous and dangerous activity with the accompanying risks of personal injury or death and loss or damage to personal property, and I hereby voluntarily assume those risks.

Article 10: Should an instructor or any person present at this training event provide transportation in connection with this training, I acknowledge that such transportation is provided solely as a convenience to me and that it is not part of the training and that the ARMITAGE TACTICAL GROUP instructors, independent contractors, agents, representatives, sponsors, directors, officers, volunteers, participants, employees, and staff have no responsibility or liability in connection with the transportation.

Article 11: I specifically release the shooting range owner/operator, the event sponsor(s)/class instructor(s), all individuals participating in the administration of the event/class instruction, and the officers and directors of the shooting range from any and all claims or liability related to these events/class instructions. I agree to indemnify the above mentioned entities and individuals for any and all expenses and liability they incur as a result of any of my conduct related to the ARMITAGE TACTICAL GROUP shooting events/class instructions.

Article 12: I certify that I am not a fugitive from justice, or under indictment. Also, I have not been convicted, true found, or arrested for a felony offense. I am not currently on formal, informal, or summary probation/parole for any reason. I am not currently under the influence of an over-the-counter or prescription drug that would impair my judgment or physical ability to safely operate a firearm (real or simulated). Finally, I am not currently under adjudication or under any Court's jurisdiction for mental incompetence. ***Initials required below.

*****(YOUR REQUIRED INITIALS FOR ARTICLE 12)*****

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Article 13: I expressly agree that the foregoing Liability Waiver and Release is intended to be as broad as is permitted by the laws of the State of California. I further agree that if any provisions of this agreement are held to be invalid, notwithstanding, the balance of the agreement shall continue in full force and effect.

Wherefore, I have had sufficient time and opportunity to read this entire document. I have read the PARTICIPATION RULES, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance and intend it to be a complete and an unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PRINT PARTICIPANT'S NAME: _____

SIGNATURE: _____

DATE: _____

PRINTED NAME OF WITNESS: _____

SIGNATURE OF WITNESS: _____

DATE: _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18 years old).

In consideration of (PRINT MINOR'S NAME) _____, being permitted by (PRINT PARENT/GUARDIAN'S NAME) _____ to participate in these activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ARMITAGE TACTICAL GROUP, its instructors, independent contractors, agents, representatives, sponsors, directors, officers, volunteers, participants, employees, and staff from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the said minor.

PRINT PARENT/GUARDIAN'S NAME: _____

SIGNATURE OF PARENT/GUARDIAN: _____

DATE: _____