

AZMGO

ARIZONA MACHINE GUN ORDNANCE



LIABILITY WAIVER AND RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This Liability Waiver and Release, Assumption of Risk and Indemnity Agreement ("**Release Agreement**") is made and given by _____, (the "**Renter**") to and for the benefit of Arizona Machine Gun Ordnance, LLC, an Arizona limited liability company, d.b.a. AZMGO, its Organizer and Member(s), including, in particular, MARC KHANISHO, an individual ("**AZMGO**") and Sierra Two, LLC, an Arizona limited liability company, d.b.a. Six Day Ordnance, its Organizer and Member(s), including, in particular, JOHN TYLER BROOKS, an individual ("**Sierra Two**"), (collectively, "**Releasees**"), in exchange and consideration for being permitted to rent, use and discharge the firearms, ammunition and equipment, as well as the other services, provided by Releasees to Renter, based upon, and in accordance with the Firearm Use and Rental Agreement concurrently entered into between Renter and Releasees.

Renter hereby acknowledges that it has voluntarily elected to engage in or observe shooting and other firearms-related activities at a shooting range facility or otherwise legally permitted venue in cooperation and conjunction with Releasees. These activities include, but are not limited to, the use and discharge of firearms, the use and discharge of rental firearms provided by Releasees and the services and training by personnel of Releasees. For the purposes of this Release Agreement, a firearm is defined as any pistol/handgun, rifle, shotgun and/or machine gun or device of any description or design whether single shot, semiautomatic or fully automatic which discharges a projectile by the use of gunpowder.

Renter acknowledges and understands that shooting activities are inherently hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of Renter or of other persons. These risks include but are not limited to: being shot by or shooting oneself or others; burns; amputation; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects, debris or projectiles. Renter further understands that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. Renter is voluntarily participating in the activities conducted in cooperation and conjunction with Releasees, and it signs its name below as acceptance of these risks.

Renter further acknowledges and understands that many shooting range facilities utilize a series of component parts, including a bullet trap to decelerate discharged ammunition; however, Renter understands that these component parts and bullet traps, do not, in every instance, contain bullets or bullet fragments and have been known to cause ricochets which could cause serious personal injury or death.

Renter further acknowledges and understands that Releasees make no warranty as to the design, manufacture, condition or fitness for any particular purpose of any shooting range facilities or equipment, including, but not limited to: firearms, ammunition, eye/hearing protection, and first-aid supplies.

Renter certifies that it has no medical or physical conditions that could compromise its safety and the safety of others in any shooting or other firearms-related activities. Furthermore, Renter certifies that it has adequate insurance to cover any injury or damage it may cause or suffer, or else it agrees to personally bear the costs of such injury or damage, which Renter hereby represents it has the capability to do.

Renter represents that it has never been convicted of a felony in any of the 50 United States and it is not currently prohibited by law or otherwise from owning, renting, using or possessing a firearm. Federal law prohibits any person convicted of a felony to be in possession of a firearm. Renter represents that it is experienced and skilled in the proper handling, loading, use and discharge of all firearms and ammunition it intends to use. Renter certifies that it will not operate any firearms or equipment with which it is not completely familiar. Renter understands that Releasees are specifically relying on the truth of its representations concerning its experience with firearms, in permitting Renter to make use of Releasees' firearms, ammunition and equipment.

As lawful consideration for being permitted by Releasees to utilize their firearms, ammunition and equipment and to engage in or observe shooting and other firearms-related activities in cooperation and conjunction with Releasees, Renter agrees as follows:

Renter agrees to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever kind and nature, which it might incur as a result of using Releasees' firearms, ammunition or equipment and in engaging in or observing shooting and other firearms-related activities in cooperation and conjunction with Releasees.

Renter agrees to assume all responsibility and liability for any and all act or acts, even the negligent, reckless, or criminal act or omission to act, of its Guests. (Renter understands that "its Guests" includes any and all persons who use Releasees' firearms, ammunition and equipment or engage in or observe shooting and other firearms-related activities as a result of Renter's express invitation, permission or consent). Renter agrees that it will ensure that each of its Guests read and sign a "Liability Waiver and Release, Assumption of Risk and Indemnity Agreement." Guests also include any MINORS under guardianship of the undersigned (MINOR is defined as any person under the age of 21 on the date the firearm rental and shooting activities are to take place). Each MINOR participating in shooting activities must be included in the GUARDIANSHIP section at the bottom of this document and is therefore also bound by this "Liability Waiver and Release, Assumption of Risk and Indemnity Agreement."

Renter agrees to abide by Releasees' Firearm Safety Rules and Procedures and to ensure its Guests do so as well. Renter knowingly, voluntarily and expressly forever releases, waives, discharges, disclaims and acquits any and all claims, liabilities, demands, causes of action of any kind whatsoever, costs, obligations, expenses (including court costs and attorneys' fees), judgments and damages it, its agents, heirs, survivors, executors, administrators, guardians, representatives, assigns or any other person in privity with it or claiming under it, completely and without reservation, that Renter may at any time hereafter assert or have against Releasees, and each of them, and their respective agents, officers, members, managers, employees, instructors, volunteers, affiliates, representatives, successors-in-interest and assigns from any and all injuries, including Renter's own death or the death of others, or damages that it may sustain and/or cause as a result of it utilizing Releasees' firearms, ammunition and equipment or engaging in or observing shooting activities in cooperation and conjunction with Releasees. Also, Renter, its agents, heirs, survivors, executors, administrators, guardians, representatives, assigns or any other person in privity with it or claiming under it, forever covenants not to sue and to indemnify, defend and hold harmless Releasees, and each of them, and their respective agents, officers, members, managers, employees, instructors, volunteers, affiliates, representatives, successors-in-interest and assigns for any claims, liabilities, demands, causes of action of any kind whatsoever, costs, obligations, expenses (including court costs and attorneys' fees), judgments and damages whether resulting from personal injury, death, disability, property damage, property theft or acts and/or omissions of whatsoever kind and nature, even if such claims, demands, damages, expenses, causes of action or liability result from any acts and/or omissions of Releasees, including, but not limited to, any negligent act or omission to act inclusive of negligent or omitted first-aid or rescue operations or procedures, or those acts and/or omissions to act of other renters, Guests, participants or persons at a shooting range facility or otherwise legally permitted venue.

Renter furthermore agrees to and shall indemnify, defend and hold Releasees harmless from and against any and all third-party claims, demands, obligations, and causes of action that may be asserted against Releasees or any of them that arise from, or are related to or are in connection with, the subject

of this Release Agreement, which may hereafter be asserted by any person, firm or entity other than Renter, including but not limited to any claims or obligations for loss, damage, expenses (including liens or any charges by any other individual or entity), attorney's fees or costs, for which Releasees may become liable as a result of any such third-party claims, demands, obligations and/or causes of action.

Renter further acknowledges and agrees that it is its understanding and intent that this Release Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that Renter or its Guest rent or otherwise utilize Releasees' firearms, ammunition and equipment or engage in or observe shooting and other firearms-related activities in cooperation and conjunction with Releasees. Renter further acknowledges and agrees that this Release Agreement may be amended or modified only by a writing signed by it and by an authorized agent of Releasees. Renter further agrees to accept financial responsibility for the repair of any FIREARMS or EQUIPMENT that it rents, borrows, or uses that is owned by Releasees in the event that damages were directly caused by RENTER or its GUESTS intentional or negligent inappropriate use, mishandling or abuse of said FIREARMS or EQUIPMENT.

This Release Agreement constitutes a representation and memorialization of the entire agreement between Renter and Releasees relative to the subject matter hereof, the provisions, terms and conditions set forth herein being intended to be contractual and not mere recitals, all of which shall be construed in accordance with the laws of the State of Arizona. If any provision or term of this Release Agreement is held to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In executing this Release Agreement, Renter represents that the provisions, terms and conditions of this Release Agreement have been completely read, fully understood by it and voluntarily accepted. Renter further represents that it has either sought and obtained the advice and counsel of its own attorney at law or has had an opportunity, but voluntarily declined, to do so, prior to executing this Release Agreement.

Renter acknowledges that it has given up substantial rights by signing this Release Agreement, including the right to sue, and no other inducement, assurance or guarantee has been made to it in consideration of its execution herein below, which it signs voluntarily and of its own free will and intends its signature to be a complete and unconditional release of all liability and assumption of risk to the greatest extent allowed by law. If the participant is a minor, the undersigned parent or legal guardian, as Renter, warrants and represents that it has assumed the obligations of this Release Agreement, the assumption of risk and its significance has been explained to, and understood by, said minor and parent or legal guardian, and that they hereby declare, under penalty of perjury, that they are the parent or legal guardian of said minor participant.

Print Renter's Name: _____

Signature: _____ Date: _____

******If Renter or any of its Guests are under 21 years old see the following page******

GUARDIANSHIP of MINORS

IN CONSIDERATION of allowing the below MINOR participant to engage in shooting activities utilizing Releasees' firearms, ammunition and equipment and/or being permitted to enter for any purpose any AREA of a shooting range facility or otherwise legally permitted venue (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to, the shooting bay area, retail areas, waiting areas and any other area of said shooting range facility or otherwise legally permitted venue), EACH OF THE UNDERNAMED, his/her personal representatives, heirs and next of kin agrees to all provisions set forth in this " Liability Waiver and Release, Assumption of Risk and Indemnity Agreement:"

MINORS UNDER GUARDIANSHIP

Name: _____ Date of Birth: _____ Relationship: _____

Name: _____ Date of Birth: _____ Relationship: _____

Name: _____ Date of Birth: _____ Relationship: _____

Renter does fully accept any and all implied responsibilities for the MINORS under RENTER'S GUARDIANSHIP and knowingly, voluntarily and expressly waives, discharges, disclaims and acquits any and all claims, liabilities, demands, causes of action of any kind whatsoever, costs, obligations, expenses (including court costs and attorneys' fees), judgments and damages that it and the MINOR'S next of kin, agents, heirs, survivors, executors, administrators, guardians, representatives, assigns or any other person in privity with, or claiming under, the MINOR, completely and without reservation, that they may have against Releasees, and each of them, and their respective agents, officers, members, managers, employees, instructors, volunteers, affiliates, representatives, successors-in-interest and assigns from any and all injuries or damages that a MINOR under RENTER'S GUARDIANSHIP may sustain as a result of the MINOR and/or RENTER'S utilization of Releasees' firearms, ammunition and equipment or engagement in or observation of shooting range activities in cooperation and conjunction with Releasees.

Signature: _____ Date: _____