

## WAIVER AND ASSUMPTION OF RISK

By signing this Waiver I acknowledge my desire to participate in firearm training offered by Browns Defense Systems, its owners, officers, employees, contractors, agents, representatives and any other person acting on behalf thereof (collectively, the "Company"), agree to release and hold harmless the Company on behalf of myself and my agents, representatives, heirs, next of kin, assigns and estate, and acknowledge and agree as follows:

1. I acknowledge that risks exist in the use of firearms and in my participation in firearm training, and that such risks could result in physical and/or emotional injury, paralysis, death or damage to my person or property or to that of third parties. Risks include but are not limited to being shot by a firearm, suffering injury to or loss of hearing or sight, inhalation of or other contact with airborne contaminants and flying debris, and such risks can be reduced but not eliminated. I acknowledge that I may receive bruises or other injuries as a result of participating in these activities which may result in periods of discomfort and pain. I understand that the instructors have a difficult job to perform, and that they seek safety but are not error-free, including but not limited to being unaware of a participant's fitness or abilities, the condition of a participant's equipment, and giving inadequate warnings or instructions.

2. I expressly agree to accept all risks existing in firearm training and acknowledge that my participation is purely voluntary and that I elect to participate in spite of the risks. I hereby voluntarily release and agree to indemnify and hold harmless the Company against all loss or expense (including attorneys' fees) by reason of any liability imposed by law upon the Company from any and all claims, demands or causes of action which are in any way connected with my participation in firearm training or my use of any equipment or facility, including any claims which allege negligent acts or omissions of the Company.

3. I acknowledge that I may provide and use my own equipment in connection with firearm training and represent that such equipment shall throughout its entire use in connection with the activity be legally in my possession and in good working order, properly maintained and safely operated. I agree to be personally responsible for my own safety and to immediately follow all instructions given by the instructors. Should I have any reservations about any instructions I am given I will immediately notify the Company of such reservations while maintaining safety for myself and others. I will not participate in any activity that I deem unsafe. I acknowledge and agree that the instructors may at any time assess my actions and safety and, should I fail to correct any deficient actions after being warned, that they may use their own discretion and determine whether or not I may continue with the instruction. Upon any such discontinuation of my participation, I understand that I may be required to leave a facility immediately and may not be entitled to a refund of training fees.

4. I understand all requirements for the training and agree that if at any time I am not or believe that I am not physically or mentally capable of completing the demands and/or functions of the training that I will immediately advise the instructors and may be required to stop participating in the training. I agree to perform the training at no greater speed or force level than I am comfortable with and competent at, to perform only those activities taught by the instructors and to not improvise additional activities on my own during instruction. I agree that the Company will have no responsibility to accommodate me or change the instruction solely for my benefit.

5. I agree to use my best efforts to keep the training area safe and to immediately notify an instructor of any potentially unsafe aspect of the training area, including the unsafe behavior of other participants. I agree that when arriving or departing the course I will keep any firearm in my possession unloaded and either cased or with action open, including any concealed weapons, while on any real property where instruction is being held. I shall immediately notify an instructor of any injury that I receive or that I cause or observe to any other participant.

6. I certify that I am not a fugitive from justice or under indictment and have not been convicted of any felony, any misdemeanor crime that would prohibit my lawfully possessing a firearm, that I am not drug or alcohol dependent or under adjudication of mental incompetence, and that I have not been convicted for domestic violence, except as has been previously disclosed to the Company.

7. I expressly agree that this Waiver is intended to be as broad as is permitted by the law of the State of Texas. I further agree that if any provisions of this Waiver are held to be invalid, the balance hereof shall continue in full force and effect

I have read, acknowledge and understand this Waiver, fully understand its terms and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this Waiver freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant's full name (printed) \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian's full name if participant is a minor (printed) \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Gurdian's signature if participant is a minor \_\_\_\_\_ Date: \_\_\_\_\_