

M&J Defense LLC

RELEASE AND WAIVER

Please read carefully before signing
This is a release of liability and waiver of certain legal rights

The individual named below (referred to as "I" or "me") desires to participate in **Live Fire Shooting** ("Activity" or "Activities") provided by M&J Defense LLC (the "**Member**"). As lawful consideration for being permitted by the Member to participate in the Activity, and the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH, AND/OR PROPERTY DAMAGE. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of ear damage from noise;
3. The risk of injury from ammunition, clay targets and shot from other guns;
4. Walking in rugged country, including encounters with wildlife, animals and insects;
5. Inclement weather conditions.

I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE MEMBER. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE MEMBER OR OTHERWISE. **Initial:** _____

I understand the risks, hazards, and dangers of the use of fire arms and have had the opportunity to discuss them with **M&J Defense LLC**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **M&J Defense LLC**, WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

I, for myself, my heirs, successors, executors, and subrogates, hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Member, its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Member or any Releasees or otherwise. I covenant not to make or bring any such claim against the Member or any other Releasee, and forever release and discharge the Member and all other Releasees from liability under such claims.

I, for myself, my heirs, successors, executors, and subrogates, shall defend, indemnify, and hold harmless the Member and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, that are incurred by the indemnified party arising out of or related to any third-party claim alleging any bodily injury to or death of any person, or damage to real or tangible personal property caused by my negligence or other more culpable act or omission (including any reckless or willful misconduct) in connection with my participation in the Activities.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration, or in default thereof appointed by the AAA in accordance with its Commercial Rules. The award rendered by the arbitrator shall be final, non-reviewable, and non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. The place of arbitration shall be Los Angeles, California. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award punitive damages or consequential damages.

I, for myself, my heirs, successors, executors, and subrogates, IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO MY PARTICIPATION IN THE ACTIVITIES. I CERTIFY AND ACKNOWLEDGE THAT I MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY. **Initial:** _____

This Agreement constitutes the sole and entire agreement of the Member and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Member and me and their respective successors and assigns.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE MEMBER.

Signed: _____ Printed Name: _____

Address: _____ Date: _____