

**ANNAPOLIS DEFENSE AND SECURITY LLC
ASSUMPTION OF THE RISK, RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

THIS RELEASE, WAIVER, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT (this "Agreement") is entered into and effective as of the date appearing below by and between Annapolis Defense and Security LLC ("ADS") and the person(s) whose signature appears below ("I", "me", "my", "you", "your").

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN RIGHTS TO SUE FOR ANY PERSONAL INJURY OR DEATH YOU MAY SUFFER AS A RESULT OF THE TRAINING, EQUIPMENT, OR SUPERVISION PROVIDED IN CONNECTION WITH THE TRAINING AT ADS.

IN CONSIDERATION of being permitted to participate in the programs, activities, and/or training offered to me by ADS, including but not limited to firearms training and **live-fire lethal-round shooting** activities, unarmed **hand-to-hand striking** and **full contact simulated self-defense** and sparing activities, the use and discharge of **high-velocity Simunitions® ammunition** and non-prop firearms, **high-stress tactical simulated scenarios**, and other activities as determined by ADS (collectively, the "**Training**") I, for myself, my personal representatives, assigns, heirs, and next of kin agree as follows:

1. Assumption of Risk.

(a) I FULLY UNDERSTAND AND AGREE that : (i) THE TRAINING IS INHERENTLY DANGEROUS, (ii) THE TRAINING INVOLVES RISKS AND DANGERS OF **BODILY INJURY**, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO bruising, raising of welts, broken or torn skin, bone fracture, partial or total loss of eyesight or hearing, **PERMANENT DISABILITY, PARALYSIS, AND DEATH** (iii) THE TRAINING INVOLVES RISKS OF **SEVERE EMOTIONAL DISTRESS AND/OR EMOTIONAL INJURY**; (iv) **these risks and dangers may be caused by:** my own actions or inactions, the actions or inactions of ADS or others participating in the Training, the failure of the firearms or equipment provided by ADS to me in connection with the Training, the negligence or gross negligence of ADS or others participating in the Training, or the facilities in which the Training takes place; (v) there may be other risks or social or economic losses either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ASSUME ALL RESPONSIBILITY** for all losses costs and damages I incur as a result of my participation, in the Training.

(b) I understand and agree that certain aspects of the Training may include or require the **simulation of high-stress full physical contact** scenarios and may involve, among other things, **simulated attacking**, striking, sparking, jumping, landing, falling, and/or colliding with ADS staff and other participants in the Training. I understand and agree that certain aspects of the Training may include or require **being shot by Simunition® rounds** or other projectiles, being hit by ricocheting objects including but not limited to Simunition® rounds or other projectiles, **increased heart rate**, increased blood pressure, and general cardiovascular activity. I EXPRESSLY CONSENT ANY AND ALL PHYSICAL CONTACT THAT OCCURS IN CONNECTION WITH THE TRAINING AND I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS ASSOCIATED WITH THE TRAINING AND ASSUME ALL RESPONSIBILITY** for all losses costs and damages I incur as a result of my participation, in the Training.

(c) I am fully aware and understand that the activities may be both physically and mentally demanding. I am fully aware and understand while protective equipment, situational awareness, and personal discipline may minimize this risk, the risk of serious injury does exist. I understand that such risks cannot be eliminated without compromising the essential qualities of the Training.

2. Release and Waiver. I HEREBY IRREVOCABLY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ADS, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, administrators, directors, officers, members, volunteers, customers, officials, rescue personnel, sponsors, advertisers, principals, and/or owners as well as the lessees of premises on which the Training is conducted, (each of the forgoing shall be considered one of the "Releasees" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE

CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES, OTHER TRAINING PARTICIPANTS, OR ANY PERSON AT THE LOCATION WHERE THE TRAINING TAKES PLACE.

3. Indemnification. I agree that if, despite this Agreement I, or anyone on my behalf makes a claim against any of the Releasees, I will indemnify, save, hold harmless, and defend each of the Releasees from any litigation expenses, attorney fees, loss, criminal or civil liability, damage, or cost which may be incurred as the result of such claim arising out of or caused by any breach of any of the representations, warranties, undertakings, or agreements I made hereunder.

4. Representations and Warranties.

(a) Voluntary participation; Health. I understand and agree that the Training is voluntary. I hereby represent that I am in good physical and mental health and that I have no reason to believe that I am not in good physical and mental health.

(b) Law-Abiding. I represent and warrant that I am not prohibited from possessing a firearm by applicable Maryland or Federal law, that I have not been not been convicted of a felony, and that I have not been convicted of any domestic violence related violation of law.

(c) Use of Training For Lawful Purposes Only. I understand and agree to use the Training for defensive purposes only. I represent and warrant that I will not use the knowledge that I obtain by way of the Training: (i) in connection with any conduct that may violate applicable law, (ii) in connection with adding another in the commission of an act which may violate applicable law, or (iii) in connection with the commission of an act which may violate applicable law.

(d) Adherence to Policies. I represent and warrant that I have read and/or been advised of all relevant Training and ADS rules and policies, that any questions that I had have been answered to my satisfaction, and that I understand and agree to follow all rules, policies, and recommendations of ADS at all times before, during, and after the Training.

(e) Equipment Inspection. I represent and warrant that I have inspected the protective gear, equipment, firearms, targets, ammunition, and all other items that will be used by me in connection with the Training. If I believe anything is unsafe, agree I will immediately advise ADS of such unsafe condition(s) and shall not use any such unsafe protective gear, equipment, firearms, targets, or ammunition.

5. Medical Treatment. I agree that ADS or any representative thereof, may, but has no duty to, provide to me with first aid, or through medical personnel of their choice, medical or training assistance, transportation, and emergency medical services. This consent does not impose a duty upon ADS to provide such assistance, transportation or services. I agree to be solely responsible for all medical expenses incurred in connection with the Training and any participant in the Training. I understand I may die without getting any medical attention, by getting improper attention, and/or not being evacuated promptly, or at all.

6. Governing Law. In the event that litigation results from or arises out of this Agreement or the performance thereof, the I agree any such dispute shall be litigated in State courts located in Anne Arundel County, Maryland or in the Federal U.S. District Court for the District of Maryland, as the case may be. I irrevocably agree and consent to be bound to personal jurisdiction of and venue selection in Anne Arundel County, Maryland or in the Federal U.S. District Court for the District of Maryland, as the case may be. This Agreement shall be governed by the laws of the state of Maryland, without giving effect to its principles of conflicts of laws.

7. Attorneys' Fees. If any dispute between or among the parties hereto should result in litigation, ADS shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of ADS including but not limited to, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain specific provision for the recovery of attorneys' fees and costs incurred in

enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

8. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9. Modification. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties, which agreement must be in writing and signed by both parties.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANT'S SIGNATURE: _____

ADDRESS: _____

PHONE: _____ DATE: _____

I, THE UNDERSIGNED, AM A PARENT/GUARDIAN OF THE PERSON PARTICIPATING IN THE TRAINING. I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, THAT MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE TRAINING ON BEHALF OF THE PERSON PARTICIPATING IN THE TRAINING, AND THAT I ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE PERSON PARTICIPATING IN THE TRAINING. I, HEREBY CERTIFY THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS, THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

PRINTED NAME OF PARENT/GUARDIAN: _____

PARENT/GUARDIAN SIGNATURE: _____

ADDRESS: _____

PHONE: _____ DATE: _____