

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND HOLD HARMLESS**  
**AGREEMENT OF MANITOU CUSTOM GUNS LLC**  
**A Michigan Limited Liability Company**

**1. Waiver and Release of Liability:**

- a. I, as “CLIENT,” HEREBY WAIVE AND RELEASE, indemnify, promise to defend, hold harmless, and forever discharge, all to the fullest extent of the law, MANITOU CUSTOM GUNS LLC, a Michigan Limited Liability Company, and its agents, managers, members, sponsors, employees, officers, directors, affiliates, successors and assigns (collectively “MANITOU CUSTOM GUNS LLC”), of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, foreseeable or unforeseeable, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, and/or from the purchase of Merchandise from MANITOU CUSTOM GUNS LLC, including but not limited to the design, construction, assembly, production, shipment, sale, packaging, labeling, packing, advertising, instructions and warnings or lack thereof, of the Merchandise, and MANITOU CUSTOM GUNS LLC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct by MANITOU CUSTOM GUNS LLC staff.
- b. I UNDERSTAND THAT FIREARMS BY THEIR VERY NATURE ARE UNPREDICTABLE AND MAY CAUSE SERIOUS OR GRIEVOUS INJURIES, INCLUDING BODILY INJURY AND INCLUDING BUT NOT LIMITED TO INJURY TO HEARING, DAMAGE TO PERSONAL PROPERTY AND/OR DEATH. I UNDERSTAND THAT CERTAIN FORESEEABLE AND UNFORESEEABLE RISKS, DANGERS, AND INJURIES DUE TO INADEQUATE OR DEFECTIVE EQUIPMENT, AND ALL OTHER POTENTIAL DANGERS INHERENT TO ACTIVITIES INVOLVING FIREARMS EXIST.
- c. I acknowledge that due to the variation in hardness and grain structure of wood, MANITOU CUSTOM GUNS LLC, does not guarantee the accuracy or usability of Gunstocks duplicated with customer-supplied wood blanks and/or customer-supplied gunstock patterns. I acknowledge that MANITOU CUSTOM GUNS LLC does their best to ensure a quality product, but wood behaves unpredictably when carved with a Gunstock Duplicating Machine. I acknowledge that MANITOU CUSTOM GUNS LLC does not guarantee that a stock carved off a customer-supplied pattern is usable.
- d. On behalf of myself and my heirs, assigns, and next of kin, I waive all claims for damages, injuries and death sustained by me or to my property that I may have against the aforementioned released party to such activity whether caused by the ordinary negligence of the released party or otherwise, with the exception of acts of gross negligence or intentional acts or omissions as indicated above.

**2. Assumption of Risk:**

- a. I am fully aware that there are serious risks in the use of firearms. I understand that these dangers include but are not limited to being shot by myself or others, being injured by ricochets, being injured by firearm failures resulting in explosions, poisoning by toxic vapors, damage to my hearing from high noise levels, and damage to my vision or skin from gunshot flashes. I recognize that shooting firearms is extremely hazardous and may result in serious injury or even death. *Pregnancy warning: I understand that studies have shown high noise levels can cause injury to unborn infants.* It is with complete awareness of these dangers that I elect to purchase from MANITOU CUSTOM GUNS LLC. I understand that MANITOU CUSTOM GUNS LLC has taken precautions for my safety but substantial risks do still exist.
- b. By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with MANITOU CUSTOM GUNS LLC.
- c. I hereby certify I do not have any criminal history or mental illness history that would prevent me from legally using firearms. I have no present physical disabilities that limit my ability to safely use firearms. I have received adequate and sufficient instruction in the safe use of firearms.
- d. I agree that any and all re-sales of the purchased Merchandise will be made in a safe and legal manner, consistent with all applicable laws, recognized safety rules, and common sense. I warrant that I will do all that is reasonable to keep MANITOU CUSTOM GUNS LLC Merchandise out of the hands of minors and immature individuals.

**3. Hold Harmless:**

- a. I hereby certify that in the event that I cause injury to another person or their property with a firearm fashioned after a MANITOU CUSTOM GUNS LLC custom gunstock or duplication of a customer-supplied gunstock and/or customer-supplied blank, I agree to indemnify and hold harmless MANITOU CUSTOM GUNS LLC and its agents, managers, members, sponsors, employees, officers, directors, affiliates, successors and assigns from any and all claims for injuries, damages brought by that injured person as a result of my acts or omissions whether negligent or otherwise.

**4. No Warranty:**

- a. I hereby expressly acknowledge and agree that use of customer-supplied wood blanks and customer-supplied gunstock patterns is at my sole risk. To the maximum extent permitted by applicable law, the use of customer-supplied wood blanks and customer-supplied gunstock patterns and any services performed or provided by MANITOU CUSTOM GUNS LLC with the use of customer-supplied wood blanks and/or customer-supplied gunstock patterns are provided “as is” and “as available” with all faults and

without warranty of any kind, and MANITOU CUSTOM GUNS LLC hereby disclaims all warranties and conditions with respect to the use of customer-supplied wood blanks and customer-supplied gunstock patterns and services, either express, implied, or statutory, including but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of noninfringement of third-party rights.

- b. I hereby acknowledge no oral or written information or advice given by MANITOU CUSTOM GUNS LLC or its authorized representative shall create a warranty. Should the usability of the gunstock prove defective, I assume the entire cost of all necessary servicing, repair, or correction.

**5. General Provisions:**

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the State of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts or federal courts located in Detroit, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment or any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

**I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT. I AM AWARE THAT THIS AGREEMENT LIMITS MY LEGAL RIGHTS AND SIGN IT OF MY OWN FREE WILL.**

Name (Please Print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone # \_\_\_\_\_

\_\_\_\_\_  
Purchaser Signature

Date: \_\_\_\_\_