



# TRASH PANDA<sup>®</sup>

## TACTICAL

### **XM42 RELEASE, WAIVER & ASSUMPTION OF RISK AGREEMENT**

You are purchasing or receiving an XM42 Flamethrower from TRASH PANDA TACTICAL LLC hereinafter referred to as "Dealer." By signing this release, waiver and assumption of risk and completing the purchase, you understand and acknowledge that use of the XM42 Flamethrower may result in injury or even death, and in recognition of those risks, you confirm:

- You are a U.S. Citizen and agree to not export the XM42 outside of the United States of America;
- You are the actual buyer of the XM42 Flamethrower, meaning you are purchasing for your own use, and not to transfer the XM42 Flamethrower to someone else;
- You are physically and mentally capable of handling, operating, and/or using the XM42, have not been adjudicated mentally incompetent or admitted to a mental facility for treatment;
- You are not addicted to any other controlled substance;
- You have not been convicted of a felony, domestic violence or arson related crime and you are not under indictment for any such crime;
- You are not subject to a restraining order preventing you from stalking, harassing, or threatening another person or persons;
- You are not otherwise prohibited by federal, state or local law from owning a firearm or flamethrower;
- You are 18 years of age or older;
- You are not on the Federal NICS or a State agency's "DELAY" OR "DENIED" status list
- You will not permit anyone under the age of 18, or anyone over 18 who you do not believe is mentally capable, to handle, use, or operate the XM42;
- You assume full responsibility for personal injury, accidents, or illness, including death, arising from your use of the XM42 Flamethrower; and
- You assume responsibility for damage to or loss of personal property as the result of use of the XM42 Flamethrower.

You acknowledge and agree that you, your family members or any other person using the XM42 Flamethrower you are purchasing are responsible for :

- Observing all posted or published rules and warnings related to use of a flamethrower;
- Complying with all applicable federal, state and local laws governing the ownership, possession, or use of a flamethrower;
- Following all instructions provided regarding the assembly, storage and use of a flamethrower.

As partial consideration for purchasing the XM42 Flamethrower from Dealer, I, for myself and my heirs, personal representatives or assigns, do hereby waive, release, discharge, hold harmless, and indemnify Dealer, any related entities, and their members, managers, agents, employees, and volunteers (the "Releasees"), from any and all liability, claims, cause(s) of action, present or future, and waive any claims

Initials: \_\_\_\_\_

for economic damages, personal injury damages, emotional distress damages and all other damages arising from my purchase, handling and/or use of the XM42 Flamethrower, even if they arise from or the consequences are increased as a result of the negligence of the Releases. Without limiting this release, you further acknowledge and agree that Dealer is not responsible for and assumes no liability for any efforts made in assembly of the XM42 Flamethrower, or any deviations in the design, intentional or unintentional, that you, your family or any other users of the XM42 Flamethrower incorporate into the XM42 Flamethrower.

You agree to indemnify, defend and hold Dealer harmless from and against any and all claims, demands, liabilities, causes of action, damages, judgments, costs or expenses, including, but not limited to attorneys' fees and costs, which may in any way arise from the purchase, assembly, storage or use of the XM42 Flamethrower by you, your family or anyone else you authorize to use the XM42 Flamethrower purchased from Dealer.

This release and your purchase of the XM42 Flamethrower shall be governed by and construed in accordance with the laws of Florida excluding any provisions of conflicts of laws which would cause the laws of another jurisdiction to apply. You agree and consent to, and agree not to challenge the exclusive jurisdiction of the federal and state courts located in Florida for resolution of all claims involving Dealer and arising out of or related to your purchase, assembly, storage, or use of the XM42 Flamethrower.

*Before you attempt to use the XM42, please make sure to read the [instruction manual](#) completely and watch the entire [instructional YouTube video](#).*

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT, AND I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I MAY BE WAIVING CERTAIN LEGAL RIGHTS. I UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.**

## SIGNATURE

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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