

WAIVER AND RELEASE OF LIABILITY

SHADOW COUNTRY SNIPER SCHOOL

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Shadow Country LLC — Shadow Country Sniper School

This Waiver and Release of Liability and Assumption of Risk Agreement (this “Agreement”) is entered into by and between:

Shadow Country LLC, an Arizona limited liability company, its owners, members, managers, officers, employees, instructors, agents, contractors, volunteers, and assigns, as well as any and all owners, lessors, and managers of property on which or through which the Activities take place or to which Participant travels in connection with the Activities (collectively, “Company”); and

The undersigned individual (“Participant”).

In consideration of being permitted to participate in any and all activities, courses, training events, and programs offered by Company, including but not limited to the Shadow Country Sniper School (collectively, “Activities”), Participant agrees as follows:

1. Acknowledgment and Assumption of Risks

Initials

Participant acknowledges that the Activities involve the use of firearms, live ammunition, and other inherently dangerous instruments and techniques. Participant understands and voluntarily accepts all risks associated with participation, whether known or unknown, including but not limited to:

1. Discharge of firearms, including rifles, handguns, and related weapons systems, and the risks of accidental or negligent discharge by Participant or any third party;
2. Ricochets, fragmentation, projectile deflection, and exposure to spent brass, lead residue, and other hazardous materials;
3. Physical injury or death resulting from weapons handling, marksmanship exercises, stalking drills, urban hide construction, field movement, and any other training evolution;
4. Exposure to extreme heat, cold, sun, wind, rain, dust, and other environmental conditions inherent to outdoor training in Arizona;
5. Encounters with wildlife, including but not limited to venomous snakes (rattlesnakes, coral snakes), scorpions, spiders (black widow, brown recluse), Gila monsters, javelina, coyotes, and any other wild animals or insects present on or near the training property;
6. Uneven, rocky, or unstable terrain; thorny vegetation including cactus and mesquite; and natural or man-made obstacles, holes, ditches, berms, or structures on the training property;
7. Travel and commuting to and from the training location, whether by personal vehicle, shared transportation, or any other means, including risks of vehicle accidents, breakdowns, road hazards, and adverse driving conditions;
8. Dehydration, heat exhaustion, heat stroke, hypothermia, altitude sickness, and any other medical condition arising from physical exertion or environmental exposure;
9. Equipment failure, malfunction, or misuse, including but not limited to firearms, optics, tripods, ammunition, hearing protection, eye protection, and any other gear or equipment;
10. Actions, omissions, or negligence of other Participants, instructors, range officers, property owners, or third parties.

Participant expressly assumes all risks, both known and unknown, associated with the Activities.

2. Waiver and Release of Liability

Initials

To the fullest extent permitted by Arizona law, Participant hereby waives, releases, and forever discharges Company from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including attorney’s fees) of any kind or nature whatsoever, whether in law or in equity, whether known or unknown, that Participant now has or may hereafter have against Company arising out of or in any way related to Participant’s participation in the Activities, including claims based on the ordinary negligence of Company, its

instructors, or any other released party.

This release does not apply to, and Participant does not waive, any claim arising from gross negligence, recklessness, or willful or wanton misconduct, or any other claim that may not be released as a matter of Arizona law. If any portion of this release is determined to be unenforceable, the remainder shall be enforced to the fullest extent permitted.

3. Training Property

Initials

Participant acknowledges that the Activities may take place on private property, public land, shooting ranges, or other locations selected by Company. Participant understands that these locations may contain natural hazards, unimproved terrain, wildlife, and conditions that present inherent risks. Participant agrees that Company makes no representations or warranties regarding the safety, condition, or suitability of any training property beyond the safety measures Company undertakes to provide, and Participant enters and uses all training locations at Participant's own risk.

Participant further acknowledges that travel to, from, and between training locations may require passage across or through properties owned or controlled by third parties. Participant hereby waives, releases, and forever discharges all owners, lessors, managers, and occupants of any property on which the Activities occur, through which Participant travels in connection with the Activities, or on which Participant is present for any reason related to the Activities, from any and all claims, demands, causes of action, damages, losses, and liabilities of any kind arising from Participant's presence on or use of such property. This release applies whether the property is privately owned, publicly managed, leased, or otherwise controlled, and regardless of any condition, defect, or hazard present on the property.

4. Commuting and Travel

Initials

Participant acknowledges that Company is not responsible for Participant's transportation to, from, or between training locations. Participant assumes all risks associated with travel and commuting, including but not limited to vehicle accidents, road conditions, weather-related hazards, and any injuries or damages sustained during transit. If Company provides or arranges transportation, Participant agrees that such transportation is provided as a convenience only and that Company assumes no liability for any incidents occurring during transit.

5. Medical Acknowledgment and Authorization

Initials

Participant represents that Participant is physically and mentally fit to participate in the Activities.

Participant acknowledges that Company maintains a written medical emergency action plan for the Activities and that a certified paramedic is present during live fire. Participant understands and agrees that this capability is limited to initial lifesaving measures rendered on scene with the equipment on hand, and that Company does not provide, and does not represent that it provides, an ambulance, advanced life support equipment, medical facilities, definitive medical care, or transport. Participant acknowledges that emergency medical services response and transport to a medical facility may be significantly delayed due to the remote nature of training locations, and that Company has no control over the availability or response time of any outside agency.

Participant authorizes Company to obtain emergency medical treatment for Participant if Participant is unable to do so, and Participant agrees to bear all costs of such treatment. Participant is solely responsible for carrying and disclosing any required medications, medical devices, or relevant health conditions.

Participant acknowledges that Company does not provide health, accident, or medical insurance coverage of any kind for Participants. Participant is solely responsible for obtaining and maintaining adequate health and accident insurance to cover any injuries, illnesses, or medical expenses that may arise from participation in the Activities. Participant agrees that Company shall not be liable for any medical costs, hospital bills, rehabilitation expenses, or related charges incurred as a result of Participant's participation.

6. Firearms Safety and Compliance

Initials

Participant agrees to comply with all firearms safety rules, range rules, and instructor directives at all times. Participant agrees that violation of any safety rule may result in immediate removal from the Activities without

WAIVER AND RELEASE OF LIABILITY

refund. Participant represents that Participant is legally permitted to possess and use firearms under all applicable federal, state, and local laws, and that Participant is not a prohibited person under 18 U.S.C. § 922(g). Participant assumes sole responsibility for verifying the legality of any firearm, ammunition, accessory, or equipment Participant brings to the Activities.

7. Media Release — Participant Election Required

Initials

Company will not use Participant's identifiable image, likeness, voice, name, or agency identifiers for promotional, marketing, or commercial purposes unless Participant affirmatively consents below. Company may photograph and record the Activities for internal instructional, evaluation, and safety review purposes regardless of the election made.

- ☐ **I CONSENT.** Company may use my image, likeness, and voice for promotional, educational, and commercial purposes without compensation.
- ☐ **I DO NOT CONSENT.** Company shall not publish or distribute any identifiable image, likeness, voice, name, or agency identifier of mine.

If neither box is marked, no consent is given and Company shall treat this election as "I DO NOT CONSENT." Participant may withdraw consent at any time by written notice to Company, effective as to future use.

8. Cancellation and Refund Policy

Initials

Participant acknowledges that all fees paid for the Activities are subject to Company's cancellation and refund policy as communicated at the time of registration. Company reserves the right to cancel, reschedule, or modify any Activity at its sole discretion due to weather, safety concerns, instructor availability, or any other reason.

9. Confidentiality, Intellectual Property, and Restriction on Use

Initials

"Confidential Material" means the Program of Instruction, master training schedule, lesson content, presentations, handouts, data books, evaluation and qualification instruments, drills, courses of fire, standards, and any other curriculum, technique, methodology, or proprietary material disclosed to Participant in connection with the Activities, in any form, whether or not marked confidential.

Participant agrees that all Confidential Material is the confidential intellectual property of Company. Participant shall not reproduce, distribute, publish, or disclose Confidential Material to any third party without the prior written consent of Company.

Participant further agrees that attendance at the Activities conveys no license or right of use beyond Participant's own professional practice and the internal training of Participant's employing agency. Participant shall not use Confidential Material, in whole or in part, to develop, deliver, market, or support any course, curriculum, or instructional program offered by any person or entity other than Company, whether commercially or otherwise.

Participant shall not photograph, film, screen-capture, or audio record any instruction, presentation, or written material during the Activities without the prior written consent of Company. Notes taken by Participant for Participant's own professional use are permitted.

Participant acknowledges that a breach of this section would cause Company harm that cannot be adequately remedied by money damages, and agrees that Company is entitled to seek injunctive relief in addition to any other remedy available at law or in equity. Company may remove Participant from the Activities without refund for any breach of this section. This section survives completion of the Activities indefinitely.

10. Governing Law and Dispute Resolution

Initials

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. Any dispute arising out of or relating to this Agreement or the Activities shall be resolved exclusively in the state or federal courts located in Maricopa County, Arizona. Participant consents to the personal jurisdiction of such courts.

11. Severability

Initials

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall

WAIVER AND RELEASE OF LIABILITY

continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the intent of the parties.

12. Entire Agreement

Initials

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations, whether written or oral. This Agreement may not be modified except in writing signed by both parties.

13. Binding Effect

Initials

This Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, personal representatives, and assigns. Participant acknowledges that this Agreement is intended to be as broad and inclusive as permitted by Arizona law, and that if any portion is held invalid, the remainder shall continue in full legal force and effect.

14. Survival

Initials

The terms of this Agreement, including but not limited to the waiver and release of liability, assumption of risk, confidentiality and restriction on use, and all other provisions, shall survive the completion, termination, or cancellation of any and all Activities and shall remain in full force and effect indefinitely. This Agreement is not limited to the duration of any single course, training event, or session, and shall apply to any and all claims arising from Participant's participation regardless of when such claims are asserted.

REVIEW COPY
NOT FOR SIGNATURE

WAIVER AND RELEASE OF LIABILITY

Participant Acknowledgment

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND AN ASSUMPTION OF RISK, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHADOW COUNTRY LLC, ITS OWNERS, INSTRUCTORS, AND AGENTS.

PARTICIPANT — PRINTED NAME

DATE

PARTICIPANT SIGNATURE

AGENCY / DEPARTMENT

EMERGENCY CONTACT — NAME

EMERGENCY CONTACT — PHONE

EMERGENCY CONTACT — RELATIONSHIP

FOR SHADOW COUNTRY LLC ("COMPANY") USE ONLY — DO NOT COMPLETE

SHADOW COUNTRY LLC REPRESENTATIVE — PRINTED NAME

DATE

SHADOW COUNTRY LLC REPRESENTATIVE SIGNATURE

COURSE / ITERATION