

Dave Lauck, D&L Sports Inc., D&L Sports S.A.T.A. EVENTS/SureFire LLC/Consulting/Gunsmithing/Products/ Firearms/Ammunition/Training/Land Use/Liability Waiver/Hold Harmless Agreement

I have complete understanding of this document and of the rules for the events/training/service agreement that I will participate in, and/or observe. I have complete understanding of the terms and conditions of requesting consulting/gunsmithing/products/firearms/ammunition/training from D&L Sports, Inc., Dave Lauck, DLSATA, SureFire LLC. These terms include the acceptance of all risk and liability, even for negligence and gross negligence, during any association with Dave Lauck, D & L Sports Inc, DLSATA, SureFire LLC, and for any products and/or services obtained from same. I have read all relevant rules and/or information, and any questions that I had, have been answered to my satisfaction. I agree to follow all the rules and recommendations at all times. Furthermore, I understand that with all live shooting events, training, and firearms modification and manufacture, and related products, there exist inherent risks. These risks include, but are not limited to destruction of my equipment, equipment failure and/or malfunction, injury to myself or other persons, serious or permanent disability, and even death. In the case of gunsmith or manufacturing services, I understand I will lose all down payments and firearms if I do not make final payments or pick up completed and paid for firearms within 30 days of completion. I understand all Dave Lauck/D&L Sports Inc. policies and procedures before I signed this agreement. I accept all products and services "as is" with no warrantee expressed or implied. Some events require potentially strenuous physical exertion, and I understand that I should not engage in any activities that may create a health risk to me. I understand I can quit physical activities at any time. Without reservation, I agree to hold harmless, and waive any liability, whatsoever, against D&L Sports Inc., Dave Lauck, consulting, manufacturing and gunsmithing associates, SureFire LLC, the match directors, the Range Officers, match assistants, match sponsors, and landowners of the property where the match and/or activities occur. I agree to hold harmless for any event which occurs Frank Bliss, his heirs, the Bliss Ranch, Bliss Advertising and Design Inc. This agreement will remain in effect for all activities and services for all time, and for all interactions, until I revoke it in writing, to Dave Lauck, and receive written acknowledgement from Dave Lauck. In the event of my death, my heirs, agency/unit, and associates also agree to the terms of this agreement.

In consideration for utilizing D&L Sports Inc. services and/or facilities, attending training and/or competition, or being on Dave Lauck/D&L Sports Inc. property, or SureFire Training Facility, or attending any other event involving Dave Lauck/D&L Sports Inc, I do release, waive, discharge and covenant not to sue Dave Lauck/D&L Sports Inc., or related officers, consulting and gunsmithing and manufacturing associates, agents, servants, employees, assistants, other involved land owners, range officers, safety officers, manufacturers and vendors of event/training/duty related items (herein after referred to as releases) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence or gross negligence of the releasees, or otherwise, while participating in any such activities, or while in, or upon any premises or land where the activities are being conducted. I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorneys fees, that may incur due to gunsmithing, manufacturing, products, and/or my attendance/participation in any activities involving the releasees on any premises, whether caused by negligence or gross negligence on anyone's behalf, or otherwise. I understand I am liable for, and agree to pay any and all attorneys fees Dave Lauck/D&L Sports Inc. feels compelled to, or decides to incur relating to this agreement or for any other reason. I understand that any medical costs associated with any injury are solely my responsibility. I understand that any and all equipment, of any design, with any and all modifications, and/or faults, even without proper safety measures, is used voluntarily and completely at my own risk. If I am acting on behalf of a police agency or individual or military organization, they have a complete understanding of my activities and the contents of this document. Prices are subject to change without notice. Any firearms modifications or manufacture and/or deletions are in accordance with my agency's and/or unit's policy and guidelines and they have authorized same. Once signed, this waiver of liability and hold harmless agreement will remain in effect until releasees acknowledge in writing the receipt of written withdrawal from the agreement. My signature on this waiver, or the D&L Sports Inc. order form have the same meaning, and a single waiver or order form signature is understood and agreed to cover all interactions at any time and date including interactions before the date of signing. Guardian and parental signatures for those under the age of 18 indicate full agreement with this document by all parties. My participation and association with releasees is completely voluntary and I am aware I can quit activity involvement at any time. I understand that I am accepting all risk and liability for any and all possible injury and damage that may occur to me in all situations whether risk was predictable or not, foreseeable or not, and further understand that I am entering into a potentially dangerous activity. I understand I could be shot by myself or another, and/or be the victim of equipment malfunction. I accept total personal responsibility for all these risks. I also agree to wear my safety glasses, hearing protection and body armor, and carry backup and/or life saving equipment for use in the event of a malfunction and/or injury. I also accept the fact there is always the potential for scoring errors in competition events. I accept any loss caused by same. I understand no fires are allowed on any properties when any fire danger exists, and further agree to pay for all damage caused by any fire I start, attend, or associate with. I also agree to pay for all other damages/injuries I may cause with a firearm or otherwise. Any items left at or on D&L Sports Inc. or event related property are subject to loss and or damage and is done so at your own risk.

Waiver, Release of Liability, Indemnification and Consent to Medical Attention

In consideration of, and as a condition to me being allowed to participate in any type of training or use of the facilities operated by DAVE LAUCK/DL SPORTS INC. on the premises located at D&L Sports S.A.T.A. Inc. (the "Facility"), I hereby expressly state and agree to be bound by each of the following:

1. Voluntary Participation; Physical and Mental Health and Criminal Record. I understand and confirm that my use of the Facility 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. I have a clean criminal record, including no felony or domestic violence convictions. It is legal for me to possess firearms.

2. Obligation to Inspect the Facility and Equipment. I agree that prior to use, I shall inspect the Facility, any other related property, equipment, targets, and customized or manufactured firearm or ammunition to be used. If I believe anything is unsafe, I will immediately advise DAVE LAUCK of such unsafe condition(s) and shall not use the Facility, other property, or any such equipment or firearm or ammunition.

3. Identification of Risks. I understand that my use of the Facility and the equipment in the Facility involves risk of property damage, injury (including, without limitation, brain and spinal cord injuries that may cause paralysis), disability and death. I further understand that the Facility is unsupervised. I understand that physical training and participation in athletic activities can involve the forceful manipulation of the body, forceful physical contact, and strenuous physical exertion. I understand the nature and seriousness of these risks and voluntarily assume, incur, and accept these risks.

4. Assumption of Risk. I represented that before beginning or changing any physical training, exercise program, or athletic activity, that I consulted with a physician. I am physically and psychologically ready to use the Facility and assume all risks, known or unknown, foreseeable or unforeseeable, connected with my use of the Facility or other property or services and/or products. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my use of the Facility, other property, and all equipment and ammunition.

5. WAIVER AND RELEASE. I HEARBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE DAVE LAUCK, D&L SPORTS INC., ITS AFFILIATED ORGANIZATIONS AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, RIGHTS, DEMANDS AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, FOR LIABILITY, INJURY, LOSS, OR DAMAGE THAT IS PHYSICAL, MENTAL, PECUNIARY, KNOWN, UNKNOWN, FORESEEN, OR UNFORESEEN IN ANY WAY CONNECTED WITH MY USE OF THE FACILITY OR THE EQUIPMENT LOCATED THEREIN OR MY PRESENCE ON OR ABOUT THE FACILITY OR CONNECTED IN ANY WAY TO ANY OTHER SERVICES OR PRODUCTS PROVIDED BY DAVE LAUCK/D&L SPORTS INC., WHETHER OR NOT CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF DAVE LAUCK/ D&L SPORTS INC. I INTEND FOR THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT TO MEDICAL ATTENTION ALSO TO APPLY TO MY RELATIVES, ESTATE, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, EMPLOYER, AGENCY, UNIT, NEXT OF

KIN, OR ASSIGNS WHO MIGHT PURSUE ANY LEGAL ACTION OR CLAIM FOR SUCH LIABILITY, INJURY, LOSS OR DAMAGE. I HEREBY WAIVE RELEASE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE DAVE LAUCK, D&L SPORTS INC. FROM ANY AND ALL CLAIMS, RIGHTS, DEMANDS, AND CAUSES OF ACTION, OF ANY KIND WHATSOEVER, FOR ANY LIABILITY, INJURY, LOSS, OR DAMAGE I MAY SUSTAIN THAT IS SUFFERED BY ME WHILE ENTERING, EXITING, OCCUPYING, OR USING PROPERTY, REAL OR PERSONAL, IN WHICH DAVE LAUCK/D&L SPORTS INC. HAS AN INTEREST, AND ALL OTHER PROPERTIES, WHETHER OR NOT SUCH INJURIES, LOSSES OR LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR GROSS NEGLIGENCE OF DAVE LAUCK, D&L SPORTS INC. OR ANY OTHER PERSON. I UNDERSTAND SERVING AS A RANGE OFFICER PRESENTS THE RISK OF SEVERE INJURY OR DEATH, AS DOES ASSISTING WITH GENERAL LABOR TASKS, AND I ACCEPT ALL RISKS VOLUNTARILY.

6. Indemnification. I hereby agree to hold harmless and indemnify Dave Lauck/D&L Sports Inc. from any and all causes of action, judgments, or claims, that may come about as a direct or indirect result of my participating in any physical training or athletic activity or use of products and/or services. This indemnification shall include all causes of action, judgments, or claims, that may come about as a direct or indirect result of the negligence, in whole or in part, of Dave Lauck/D&L Sports Inc. OR ANY OTHER PERSON.

7. Medical Treatment. I agree that Dave Lauck/D&L Sports Inc., 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 Dave Lauck/D&L Sports Inc. to provide such assistance, transportation or services. I agree to be solely responsible for all medical expenses incurred in connection with my association with Dave Lauck, DLSATA and/or my use of the facility or association with any other person, or property related to DLSATA events. I understand I may be unattended and unsupervised, and medical attention may be hours away, if any. I understand I may die without getting any medical attention, by getting improper attention, and/or not being evacuated promptly, or at all.

8. Applicable Law; Choice of Venue. This Waiver, Agreement/Work Order for Products or Services, Release of Liability, Indemnification and Consent to Medical Attention is to be interpreted consistent with the laws of the State of Wyoming. Neither party shall commence any litigation against the other arising out of a Waiver, Release of Liability, Work Order, Indemnification and Consent to Medical Attention or its termination except in a court located in Campbell County, Wyoming. Each party hereby consents to jurisdiction over it by, and exclusive venue in, the courts located in Campbell County, Wyoming.

9. Severability. I understand that this Waiver, Agreement for Services, Release of Liability, Indemnification and Consent to Medical Attention is intended to be as broad and inclusive as permitted by law and that if any portion hereof is held invalid, I agree that the balance shall continue in full legal force and effect.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, AGREEMENT FOR SERVICES, INDEMNIFICATION AND CONSENT TO MEDICAL ATTENTION AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT TO MEDICAL ATTENTION VOLUNTARILY. I UNDERSTAND THAT MY SIGNATURE ON A D&L SPORTS WORK AND/OR PRODUCT ORDER FORM IS THE SAME AS SIGNING THIS FORM. ANY PAYMENT OF ANY KIND WITH OR WITHOUT ANY TYPE OF FORM, TO D&L SPORTS INC./DAVE LAUCK FOR ANY PRODUCT OR SERVICE IS INDICATION OF UNDERSTANDING AND COMPLETE AGREEMENT WITH THIS DOCUMENT.

I hereby consent to the photographing and/or videotape recording and use of my image and my written words and narration in the production, publication, and promotion of Dave Lauck/D&L Sports Activities and/or I.T.R.C video or TV coverage by any media company, its agents, licensees and/or assigns before paying and non-paying readers/viewers. I also consent to the use of my photographed and/or videotaped image in other Dave Lauck, media productions and/or publications, website, and in the publication of the articles written by Dave Lauck, or any other person.

I understand that modeling for promotional posters, pictures, videos, books, calendars, etc. is a non-paying endeavor which I do of my own free will and for my own personal reasons. I fully consent for my photos and images to be used, posted, and printed in any manner at any time.

I hereby waive any and all rights to blame or thereby seek indemnification of all media companies, their agents, employees, D&L Sports Inc./Dave Lauck licensees and/or assigns from any and all claims arising out of, or resulting from my acts or statements.

I understand I am fully responsible for repayment for all damages I may cause to DLSATA property, and any and all property associated with DLSATA training and/or events. I am responsible for firearm damage or injury I may cause to another person(s) and/or properties. I am responsible for fire or vehicle damage I may be associated with. I understand any vehicle or ATV transportation provided by DLSATA is accepted completely at my own risk. Lodging at DLSATA is accepted at my own risk and I accept all existing lodging conditions whether safe or not. Many activities at DLSATA events are outdoors and subject attendees to severe weather including thunderstorms and lightning. I assume all risk and responsibility for injury and/or damage related to nature. I agree to assume all risks associated with maneuvering on rough ground/terrain in all conditions of lighting and darkness. I understand criminal activity with a firearm can be considered a felony criminal act, and I will not engage in same. I certify, under penalty of perjury, that I have a clean criminal record.

I fully understand that many wild animals inhabit Wyoming, including bear, mountain lion, rattlesnakes, prairie dogs (and holes). I accept all risks associated with these areas and understand backing away from animals is often the safest method of handling an encounter. I understand that no prairie dog shooting is allowed on DLSATA property. No shooting is allowed in any areas that do not feature sound backstops within the DLSATA boundaries. No game shooting is allowed out of season on DLSATA property. I understand that shooting a dangerous game animal requires safe gun skills and is only a last resort in a defense situation. I understand reloaded ammo is not recommended and it can cause death and/or serious bodily injury.

I understand and will abide by all firearms safety rules, including: All guns are always loaded. Never allow your muzzle to cover anything you are not willing to destroy. Keep your finger off the trigger until your sights are on the target and you are ready to fire. Be sure of your target and what is beyond. Eye and ear protection is required at all times. I am personally responsible for safe gun, ammo, and weapon storage to assure they don't fall into the hands of criminals or children. Safe equipment and ammunition are my responsibility. I accept full risk for any equipment and/or ammunition in any condition which I may borrow, buy, or use from D&L Sports Inc, Dave Lauck, or any other person. I understand that force on force events can be dangerous, and even deadly. My use of paintguns, simunitions, other less lethal weapons, or hand to hand, or knife training is at my own risk. D&L Sports Inc. reserves the right to refuse service to anyone. D&L shields are made of rifle steel, but due to the dangerous nature of their use, there are no warranties of any kind. Aircraft transport, training, competition, landing, and travel are all engaged in at my own risk. Aircraft service and safety may, or may not, be up to proper standards. I fully accept all aircraft and related training death risks at my own free will.

I have read, understand, and agree to all statements and information in this document. Any questions I had have been answered to my satisfaction before signing.

_____ (printed name) _____ (signature) _____ (date)
_____ (street address) _____ (city) _____ (state) _____ (zip) _____ (D.O.B.)

Phone numbers: _____ (day) _____ (evening) _____ (cell)

Email: _____ **List any current injuries:** _____