

INTREPID DEFENSE -WAIVER AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT. BY SIGNING, YOU ACKNOWLEDGE AND ACCEPT THE RISKS ASSOCIATED WITH FIREARMS TRAINING AND RANGE ACTIVITIES AT INTREPID DEFENSE.

NOTICE: Participants must be 18 years of age or older to sign this waiver and engage in firearms training or range activities. Minors may participate only with the written consent and supervision of a parent or legal guardian who must execute this waiver on the minor's behalf.

This waiver shall remain in effect for the duration of my participation in any training, event, course, or facility usage at Intrepid Defense and shall apply to all future visits or renewals unless expressly revoked in writing. I understand that this document is binding upon me, my heirs, assigns, personal representatives, and estate.

1. Acknowledgment of Risks

I understand that participation in firearms training, range activities, tactical instruction, and all related services provided by Intrepid Defense involves inherent and serious risks, including but not limited to:

- Discharge of live ammunition
- Use of loaded firearms
- Handling of malfunctioning weapons or equipment
- Exposure to lead, carbon, and other hazardous materials
- Accidental injury or death due to negligent discharge or ricochet
- Burns, lacerations, or trauma from spent cartridges or heated components
- Tripping, falling, or equipment-related injuries on gravel, mud, or uneven terrain
- Loud noises that may result in temporary or permanent hearing loss
- Physical exertion, heat stroke, cold exposure, or weather-related injury
- Misconduct or negligence by other participants or third parties
- Equipment malfunction or range errors that may cause serious bodily harm

I affirm that I understand these risks and voluntarily choose to participate in these activities fully aware of their inherent dangers.

2. Assumption of Risk

I acknowledge that I am voluntarily participating in all activities offered by Intrepid Defense with the understanding that firearms training carries significant risk of personal injury, death, or property damage. I assume full responsibility for all consequences, whether foreseeable or unforeseeable, resulting from my participation.

3. Release and Waiver of Liability

To the fullest extent allowed by law, I hereby release, waive, and discharge Intrepid Defense LLC, its owners, managers, employees, instructors, independent contractors, volunteers, agents, insurers, and affiliates from any and all liability, claims, demands, actions, or causes of action

arising from any injury, illness, disability, death, property damage, or loss I may suffer as a result of my participation—regardless of whether such harm arises from negligence or any other cause.

4. Indemnification

I agree to defend, indemnify, and hold harmless Intrepid Defense and all related parties from any claim, liability, demand, loss, damage, or expense (including attorney fees) arising out of or in connection with my conduct, participation, or violation of this agreement or any applicable law.

5. Personal Protective Equipment Requirement

I acknowledge that eye and ear protection must be worn at all times while on any live fire range or in any area designated by signage or staff as requiring protective gear.—I understand that failure to do so may result in immediate removal from the premises without refund, and I accept full responsibility for any resulting injury.

6. Medical Emergency Authorization

In the event of a medical emergency, I authorize Intrepid Defense staff or emergency responders to obtain necessary treatment on my behalf. I agree to be solely responsible for any resulting medical costs or transportation expenses.

7. Photography and Video Consent

I grant full permission for Intrepid Defense to capture my image via photography or video during activities for use in training, promotional materials, security monitoring, or recordkeeping, without compensation or ownership rights.

8. Compliance with Rules and Instructions

I agree to comply with all verbal and written instructions from Intrepid Defense staff. Failure to comply with safety guidelines, conduct policies, or lawful commands may result in immediate expulsion from the facility, loss of access, or permanent banning.

9. Drug and Alcohol Prohibition

I affirm that I am not under the influence of alcohol, illegal drugs, or any substance that may impair my physical or mental function. The use of prescription medications that impair cognitive or motor function shall also constitute impairment. Participants must disclose any such medications to staff prior to participation. I understand that anyone suspected of impairment will be immediately removed, permanently banned, and may be referred to law enforcement.

10. Eligibility Requirements

I confirm that I am legally permitted to own, possess, and handle firearms under all applicable federal, state, and local laws. I understand that misrepresenting this status or falsifying records will result in immediate ejection and possible criminal referral.

11. Medical Expense Responsibility

I acknowledge that any injury or illness sustained during participation may not be covered by any insurance policy. I assume full responsibility for all related medical expenses and waive any right *to* seek reimbursement.

12. Prohibited Conduct

I agree not to engage in any hostile, aggressive, violent, or reckless behavior, including fighting, horseplay, harassment, or intentional endangerment of others. I accept full liability for any harm caused as a result of such conduct.

13. Health and Environmental Risk Acknowledgment

I understand and accept the risk of exposure to hazardous environmental conditions, including communicable diseases, mold, allergens, and chemical contaminants. I acknowledge that participation is at my own risk.

14. Volunteer and Non-Staff Interaction

I understand that not all individuals assisting in training or operations are paid employees. I waive any and all claims against Intrepid Defense related to the conduct of unpaid volunteers or independent assistants.

15. Restricted and Dangerous Activities

I agree not to engage in any unapproved activity considered high-risk or inappropriate for a firearms facility, including but not limited to stunt behavior, motorized tricks, combative simulations, or unsanctioned drills. Intrepid Defense reserves the right to remove any individual deemed a safety risk.

16. Prohibited Items

I will not bring onto the premises any unauthorized firearms, ammunition, explosive devices, incendiaries, drones, or other hazardous materials. All gear and equipment are subject to inspection and approval.

17. Notice Regarding Claims and Coverage Limitations

I understand that certain types of claims, including injuries resulting from fungi, bacteria, communicable disease, lead exposure, and negligent supervision, may not be covered under any facility insurance policies. I accept personal responsibility for such risks.

18. Physical Condition Acknowledgment

I certify that I am physically fit to participate in firearms and tactical training. I have no medical condition, physical limitation, or mental impairment that would endanger myself or others.

19. Duty to Follow Safety Protocols

I acknowledge that it is my responsibility to understand and comply with all safety procedures and rules provided by Intrepid Defense. I agree that failure to do so may result in injury to myself or others, for which I accept full responsibility.

20. Severability

If any provision of this agreement is determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect.

21. Entire Agreement

This document constitutes the entire agreement between the participant and Intrepid Defense. No oral representations, warranties, or statements outside this writing shall be binding.

22. Waiver Duration

This waiver shall remain in effect for the duration of my engagement with Intrepid Defense, including any future visits, events, or participation in programs unless a new waiver is executed or this waiver is revoked in writing.

23. Jurisdiction and Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any legal action or proceeding arising from or relating to this agreement or any activity at Intrepid Defense shall be brought exclusively in the state or federal courts located within the State of Missouri. The parties consent to the jurisdiction and venue of such courts and waive any objection to such jurisdiction or venue.

24. Minor Participants (if applicable)

If the participant is under the age of 18, the undersigned parent or legal guardian hereby certifies that they have the legal authority to act on behalf of the minor. The undersigned consents to the minor's participation in the activities described above and agrees to all the terms of this waiver as though they were the participant. The parent/guardian further agrees to indemnify and hold harmless Intrepid Defense from any claims arising from the minor's participation.

25. Mental Competency Attestation and Safety Disclosure

By signing below, I affirm that I have not been adjudicated as mentally incompetent nor involuntarily committed to a mental health facility, as defined under §632.005, RSMo, or under a substantially similar law in any other state, within the past five (5) years. If I was previously committed, I confirm that I have been lawfully released or discharged from such facility more than five (5) years prior to the date of this application.

This attestation is required solely to comply with applicable state and federal safety regulations related to high-risk training activities. It does not require disclosure of any medical diagnosis, treatment history, or condition protected by the Americans with Disabilities Act (ADA), unless such condition directly impacts lawful eligibility or participant safety.

All information provided will be treated as confidential and used exclusively for safety and legal compliance purposes, in accordance with the ADA and all applicable privacy laws.

26. Arbitration Clause

To the fullest extent permitted by law, any dispute, controversy, or claim arising out of or relating to this agreement or the participant's use of the Intrepid Defense facilities shall be resolved by binding arbitration administered by the American Arbitration Association. The arbitration shall take place in Missouri and judgment on the award rendered may be entered in any court having jurisdiction thereof.

27. Acknowledgment of Voluntariness

I acknowledge that I am signing this waiver voluntarily, without duress or coercion, and that I have had the opportunity to ask questions and consult legal counsel before signing. I understand the nature of the activities, the associated risks, and the legal consequences of this agreement.

28. Digital Signature and Validity

I understand that if I am signing this document electronically, such electronic signature shall be considered legally binding and equivalent to an original handwritten signature under applicable federal and Missouri state laws.