

## RECITALS

1. This Waiver and Acceptance of Liability (“Waiver”) is by and between KÄGWERKS and the undersigned class participant (“Participant”) prior to the Participant engaging in the course listed below (“Course”).
2. KÄGWERKS is providing the Course for the benefit of Participant and others who desire to train in the use of combat weapon tactics. The Course involves the use of live ammunition.
3. As with any training involving live ammunition, KÄGWERKS will use its best efforts to provide a reasonably safe and effective training environment. However, it is impossible to create an absolutely safe environment. Through this Contract, Participant acknowledges this fact and assumes the risks associated with live ammunition training.
4. Course: \_\_\_\_\_ (Location)
5. Course Date(s): \_\_\_\_\_

## TERMS

1. Participant acknowledges and understands the entirety of this document. Participant also states that he/she is over 18 years of age.

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2. KÄGWERKS will allow Participant entry into the Course after Participant signs this Waiver. Participant acknowledges that the Course, though beneficial, is not a necessity and that similar courses are offered by other entities. Participant is under no physical or economic compulsion from KÄGWERKS to engage in this particular Course or to sign this Waiver.

3. Initial \_\_\_\_\_

4. Participant will follow all directions given by KÄGWERKS agents (the “Instructor”) for the duration of the Course. Participant acknowledges that such directions are vital for the safety of all Course participants. Failure to follow directions from the agent may result in Participant’s ejection from the Course without refund of any monies paid to KÄGWERKS for participant’s attendance.

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5. Participant expressly acknowledges that training with live ammunition is inherently dangerous and that there is no possible way that KÄGWERKS, its employees, or its agents can provide a totally safe environment for the Course. Participant acknowledges that attending and participating in the Course will enhance Participant’s exposure to risk of injury occasioned by carelessness of the agent and other Course participants. The Participant risks serious bodily injury and harm that

includes a risk of death or dismemberment. Participant hereby assumes the risk of any and all injury that may result in participation in the Course.

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- Participant hereby absolves KÄGWERKS of any damages Participant may experience in participating in the Course. Participant agrees to hold KÄGWERKS, its employees, and its agents harmless from any sort of injury or damage experienced by Participant in taking the Course. Participant expressly waives any and all rights and causes of action Participant may have for compensation at law and equity, including negligence, from KÄGWERKS, its employees, equipment rentals or its instructors in such event that the Participant is injured and shall indemnify the same.

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- This Waiver shall be binding upon Participant, his/her heirs, assigns, administrators, executors and estate. It shall also be interpreted under Washington State Law.

Initial \_\_\_\_\_

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

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