

IMPORTANT

**THIS IS A RELEASE OF LIABILITY AND
WAIVER OF CERTAIN LEGAL RIGHTS**

IN CONSIDERATION of GENERAL DYNAMICS ORDNANCE AND TACTICAL SYSTEMS – SIMUNITION® OPERATIONS, INC., (to include its parent companies, affiliates, officers, directors, and employees), _____ [Distributor] and _____

[Range

Name]

(hereinafter “**RELEASEES**”) furnishing services and/or equipment to enable me to participate in Simunition courses, I agree as follows:

I fully understand and acknowledge that: (a) risks and dangers exist in my use of Simunition equipment and my participation in Simunition activities, (b) my participation in such activities and/or use of such equipment may result in my injury, including but not limited to death, serious bodily injury, disease, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, serious disability or other serious injuries or damages; (c) these risks and dangers may be caused by the negligence, gross negligence, or recklessness of the owners, employees, officers or agents of **RELEASEES**, as well as the negligence of the participants, the negligence of others, accidents, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) I hereby assume all risks and dangers and all responsibility for any resulting losses and/or damages, whether caused in whole or in part by the negligence, gross negligence, recklessness or other conduct of the owners, agents, officers, employees of **RELEASEES**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to forever release, waive, discharge, hold harmless, defend and indemnify the owners, agents, officers and employees of **RELEASEES** from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, lost wages, economic damages, or other damage or losses that may arise out of my use of Simunition equipment or my participation in Simunition activities; I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts, grossly negligent acts, reckless acts or other culpable conduct by the owners, agents, officers or employees of **RELEASEES**.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE AND, BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY FOR WRONGFUL DEATH, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC LOSS, OR OTHER DAMAGES OR LOSSES CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, OR ANY OTHER CULPABLE CONDUCT OR CAUSE OF ACTION.

CAUTION: READ BEFORE SIGNING

Signature

Print Name

Date