

NAME: _____

RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS

This Release and Indemnification Agreement (“Agreement”) is entered into by the Adult Participant below in favor of Vector Zero LLC, 3-6 Consultants LLC, Shivworks Products Group LLC, and Angelman, LLC (collectively “Vector Zero”). Adult Participant, his or her heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of Vector Zero permitting Participant to participate in any training class and related activities. Participant agrees as follows:

1. **Nature of the Activities.** Vector Zero conducts a course and offers the Participant instruction through a multi-disciplinary approach to building functional, combative skills at close range. The Premises primarily utilizes non-lethal training ammunition (aka NLTA) to simulate a CQB environment at the premises. Firearms with training bolts and slides are used to discharge NLTA rounds to paper targets and role players in Force-on-Force training. Participants may be utilized as role players. (collectively, “Activities”).

2. **Types of Risks.** Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; landing wrong; over-exertion; collisions with other participants; co-participant behavior; using improper form or technique; slipping, falling, or tripping; equipment failure; paralysis, disability, loss of vision, loss hearing or death; personal injury to third persons; or property damage. Participant also understands the risks and hazards involved, and recognizes that serious and life-threatening injuries can occur while carrying or using a firearm, participating in class, or later from the materials presented, whether caused by the passive or active negligence of Vector Zero or its employees.

3. **Assumption of Risks.** Notwithstanding the foregoing risks and the safety measures implemented by Vector Zero, Participant acknowledges it is impossible to eliminate all risk of injury and understands the demands of the Activities relative to Participant’s physical condition and skill level. PARTICIPANT AFFIRMS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND PARTICIPANT KNOWINGLY, WITH UNDERSTANDING OF THE RISKS AND POTENTIAL INJURIES, ASSUMES ALL RISKS INHERENT WITH THE ACTIVITIES.

4. **Alcohol/Drugs.** Participant agrees not consume alcohol, illegal drugs, prescription or non-prescription drugs to any extent prior to participation that may cause impairment. Participant understands the potential risks associated with the consumption of these substances. Participant assumes the risks associated with alcohol consumption, illegal drugs, prescription and non-prescription drugs and takes full responsibility for Participant’s own actions, safety, and welfare. UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES IF PARTICIPANT HAS CONSUMED ALCOHOL OR ILLEGAL DRUGS. Vector Zero reserves the right to deny participation for any reason to the

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Participation if Vector Zero deems the Participant unable or unfit to participate in the Activities.

5. **Release and Indemnity.** TO THE FULLEST EXTENT PERMITTED BYLAW. PARTICIPANT AND THEIR HEIRS, EXECUTORS. AND REPRESENTATIVES RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY VECTOR ZERO AND ANY OF ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT SUPPLIERS AND INSURERS OF ALL OF THEM FROM AND AGAINST ALL LIABILITIES. LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS. FEES AND EXPENSES / INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS (COLLECTIVELY, "CLAIMS") RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART IF ANY PROPERTY DAMAGE OR BODILY INJURY (INCLUDING DEATH) TO ADULT PARTICIPANT RESULTING IN ANY WAY FROM (A) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, (B) LOSS OR THEFT OF PERSONAL PROPERTY; (C) THE CONSUMPTION OF ALCOHOL OR ILLEGAL DRUGS AT THE BY PARTICIPANT OR (D) PARTICIPANT'S BREACH OF THIS AGREEMENT.

6. **Covenant Not To Sue:** To the fullest extent permitted by Florida law, the Participant agrees and covenants not to sue, assert, or maintain any claim or cause of action against Vector Zero, its officers, members, employees, agents, contractors, insurers, successors, and assigns, for any injury, death, or property damage arising out of or related to participation in the Activities, regardless of whether such injury or damage was caused in whole or in part by the negligence of Vector Zero or its representatives. This covenant not to sue is binding upon the Participant and their heirs, executors, administrators, and assigns.

7. **Dispute Resolution.**

- a. **Arbitration.** Any and all disputes or claims arising out of or relating to this Agreement, a breach thereof, the premises, facilities, Activities, property damage (real or personal), personal injury (including death), or the scope, interpretation, arbitrability, or validity of this Agreement, including this arbitration agreement, shall be brought by the parties only in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled and finally resolved exclusively by binding, confidential, and private arbitration before a single arbitrator administered by JAMS pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, including Rules 16.1 and 16.2 Expedited Arbitration Rules and Procedures and Rule 34 Optional Arbitration Appeal Procedure, in effect at the time the demand for arbitration is filed. The location of the arbitration shall be at a location determined by the arbitrator pursuant to Rule 19 that is within Broward County, unless another location is agreed upon by all parties to the arbitration. The decision and award shall be binding upon all parties, and judgment on the arbitration award may be

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entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim submitted by either party, and the arbitrator shall have no authority to award punitive or exemplary damages or attorneys' fees. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without regard to "choice of law" principles. Notwithstanding the provision with respect to the applicable substantive law, arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.). If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

- b. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW. PARTICIPANT AND VECTOR ZERO KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH FULL, AWARENESS OF THE LEGAL CONSEQUENCES. AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THE RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE AND ALL DISPUTES THROUGH ARBITRATION. The right to a trial by jury is a right parties would or might otherwise have had under the Constitutions of the United States of America and the state in which the Participant or Vector Zero is located.
- c. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **License.** Participant irrevocably grants Vector Zero the right to use all or a portion of an image or video of Participant and their name and likeness in all forms and media including composite or modified representations for all purposes, including advertizing, trade or any commercial purpose throughout the world and in perpetuity. PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES OR VIDEOS USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY BE USED IN CONNECTION WITH THE IMAGES/VIDEOS. PARTICIPANT RELEASES THE PROTECTED PARTIES FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF PARTICIPANT'S STATEMENTS, VIDEOS, OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY, OR COPYRIGHT.

9. **Acknowledgements.** Participant represent to Vector Zero that this Agreement is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Agreement, and no representation, promises, or statements made by Vector Zero has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein, this Agreement may only be modified in writing, and that Participant Is not relying on any statements

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or representations of Vector Zero that are not expressly contained herein. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect venue for any action brought hereunder or due to Participant's use of the Premises or participation in the Activities shall lie in the Broward County. The substantive laws of the State of Florida shall apply. By signing below, Participant authorizes Vector Zero to communicate with Participant via email with updates, news, advertisements, and offers.

10. **Representations by Participant.** Participant represents to the Protected Parties as follows:

- a. Participant shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior. A copy of the Rules are attached hereto.
- b. Participant certifies that they are over the age of twenty-one (21) years and that they are legally entitled to own and use a handgun and/or firearm.
- c. Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- d. Participant shall only attempt Activities that Participant can perform safely.
- e. Participant is not aware of any health problems that would prevent him/her from participating in the Activities.
- f. Participant as received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities.
- g. Vector Zero may, but shall not be obligated or required to, administer to Participant emergency aid, CPR, and use an AED (defibrillator), secure emergency medical care or transportation (i.e., EMS), and Participant shall assume all costs of emergency medical care and transportation.
- h. Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

BY EXECUTING-THIS AGREEMENT, I REPRESENT I HAD A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO BE BOUND AS SET FOR THEREIN.

I HAVE HAD SUFFICIENT TO OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Print Name: _____

Date: _____

NAME: _____

Training Facility Rules & Participant Eligibility

Welcome to our training facility. To ensure a safe, professional, and respectful training environment, all participants and instructors must adhere to the following rules and eligibility criteria. Violation of these rules may result in immediate removal from the premises and disqualification from future training events.

1. Respect the Facility

Treat the Training Facility as you would your own home—with respect and care.

Keep all areas, including restrooms, clean at all times.

Do not spit on the floors.

Clean up all trash and place it in the dumpster located at the rear of the facility.

All brass, targets, and training debris must be picked up and removed after training sessions.

Report any and all damaged equipment immediately to staff.

2. Participant Eligibility

All participants must meet one of the following conditions:

Be an active law enforcement officer or U.S. military personnel.

Be a U.S. citizen and possess a valid concealed weapons permit (CWP).

If not in possession of a CWP, the individual must pass a background check prior to participating.

Additional restrictions:

Participants must be at least 21 years old.

No participation is permitted for individuals with:

- A criminal history of violent crimes
- Active restraining orders
- A history of involuntary psychiatric holds
- Inclusion on any No-Fly Lists

3. Safety Protocols

No live ammunition is allowed in the Training Area. A Range Safety Officer (RSO) must verify each student and inspect their gear prior to entering any training area.

All firearms must be unloaded when exiting the training environment.

Eye protection must be worn at all times in any “hot” area or designated Training Area.

All participants must follow the direction of the RSO or training staff without delay or argument.