

# WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

READ CAREFULLY: THIS AFFECTS YOUR LEGAL RIGHTS



Throughout this binding document, the term “product” encompasses any item or service manufactured, sold, carried, transferred, provided, or otherwise distributed by Prime Munitions, LLC (the “Company”) to the intended recipient or any person authorized by the recipient or Prime Munitions, LLC. The recipient authorizes use of these products and services to other parties by transferring the product or service in any way, including (but not limited to) selling, reselling, giving, or gifting to that party, or by allowing use of the product or service by that party.

In exchange for product(s) or service(s) purchased or transferred via e-commerce, in person, or by any other means not specified, from Prime Munitions, LLC, and/or for the use of the property, facilities, and services of Prime Munitions, LLC, I \_\_\_\_\_, (“Recipient”) agree for myself and any other person(s) not described, authorized by me or Prime Munitions, LLC, to use the product(s) or service(s) according to the following terms:

## 1 AGREEMENT TO FOLLOW SAFE PRACTICES

I agree to adhere to all posted rules, warnings, and standard safety procedures. I further agree to use weapons and ammunition safely and follow any oral or written instructions provided by Prime Munitions, LLC, its employees, representatives, or agents. I agree to use any product or products from the Company as directed and in a safe manner at all times.

Initials: \_\_\_\_\_

## 2 ASSUMPTION OF THE RISKS AND RELEASE

I acknowledge that the components of ammunition, finished ammunition, and firearms involve unavoidable risks of harm. The possible harms range from minor to catastrophic and include (but are not limited to) hearing loss, accidental discharge, explosion, exposure to lead and other substances known to be toxic if inhaled, contacted, or ingested, cancer, birth defects, reproductive harm, damage to the central nervous system, and other serious injuries, permanent disability, or death. I recognize my loading practices and procedures are beyond the control of Prime Munitions, LLC. I acknowledge, understand, and appreciate the inherent risks associated with operating, using, consuming, transporting, or storing products purchased, or acquired in any way, from Prime Munitions, LLC. Furthermore, I understand the risks, and assume full responsibility for personal injury to myself, my family, persons authorized by me, or other persons not described here, and further release and discharge Prime Munitions, LLC for injury, loss or damage arising out of my use of said product(s), or presence upon the facilities of Prime Munitions, LLC, whether caused by the fault of myself, Prime Munitions, LLC or other third parties.

Initials: \_\_\_\_\_

### **3 WAIVER OF NEGLIGENCE**

In consideration of being permitted to use or purchase any product from the Company, I hereby release Prime Munitions, LLC, its management, employees, volunteers, agents, sponsors, independent contractors, insurance carrier and equipment suppliers from any and all claims on behalf of myself, my spouse, heirs, administrators, and assigns due to ordinary negligence of the Company, to the fullest extent permitted by law.

Initials: \_\_\_\_\_

### **4 INDEMNIFICATION**

I agree to hold harmless, indemnify, and defend Prime Munitions, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my, or any authorized person(s) by me, use or consumption of products or services purchased, or transferred in any way from Prime Munitions, LLC or presence upon the facilities of Prime Munitions, LLC.

Initials: \_\_\_\_\_

### **5 APPLICABLE LAW**

Any legal or equitable claim that may arise from participation in the above shall be resolved under Idaho State law.

Initials: \_\_\_\_\_

### **6 NO DURESS**

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Prime Munitions, LLC has offered to refund any fees or purchase amount I have paid to use its products if I choose not to sign this Agreement.

Initials: \_\_\_\_\_

### **7 ARM'S LENGTH AGREEMENT**

This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

Initials: \_\_\_\_\_

## 8 ENFORCEABILITY

The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

Initials: \_\_\_\_\_

## 9 MODIFICATION AGREEMENT

No modification of this Agreement shall be valid unless made in writing and signed by a Member of Prime Munitions, LLC and Recipient. This agreement cannot be modified orally and a waiver of any provision shall not be construed as a modification of any provision herein, as consent to any other provision herein, or as consent to any subsequent waiver or modification.

Initials: \_\_\_\_\_

## 10 CONTINUATION OF OBLIGATIONS

I agree and acknowledge that the terms and conditions of the above provisions, including assumption of risk, exemption from liability, covenant not to sue, and indemnity agreement shall continue in full force indefinitely.

Initials: \_\_\_\_\_

I AM OVER THE AGE OF 18. I HAVE READ THIS ENTIRE DOCUMENT, AGREE TO, AND UNDERSTAND IT. BY SIGNING THIS RELEASE, I AGREE TO VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AFFORDED TO ME BY LAW:

_____ Recipient's printed name	_____ Recipient's signature	_____ Date
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_____ Street address	_____ City or town	_____ Zip
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_____ Member, Prime Munitions, LLC	_____ Signature	_____ Date
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Prime Munitions, LLC  
PO Box 785  
Bonners Ferry, ID 83805