ASSUMPTION OF RISK, LIABILITY WAIVER AND RELEASE

I, (print full name) (“Participant”), being 18 years of age or older, acknowledge and agree that this Assumption of Risk, Liability Waiver and Release (the “Release”) is a contract between myself and the National Defense Industrial Association (“NDIA”) and that I understand that I must read the following terms and conditions carefully before signing. In consideration of my participation in the NDIA 2018 Armaments Conference and Firing Demonstration at Camp Atterbury on Thursday, May 10, 2018 (the “Event”), I hereby freely and voluntarily agree to all of the following covenants, acknowledgements and obligations.

ASSUMPTION OF RISK

I acknowledge that shooting firearms and other weapons is an inherently dangerous and hazardous activity and I hereby attest that I am fully cognizant of the risks, dangers and hazards associated with shooting firearms and weapons, and participating in the Event, and I acknowledge that said risks in combination with my own actions or the actions of other Event participants, can cause me severe personal injury, death and/ or property damage. I hereby fully assume all such risks of personal injury, death, damage, and expense associated with my participation in the Event. I acknowledge and agree that the choice of wearing protective gear is solely my own. I agree that I, and not NDIA, or its directors, officers, employees, agents, affiliates and/or assigns, am solely responsible for my safety during my participation in the Event. I further attest that I do not suffer from any heart, or other medical condition, disease, or injury that might in any way hinder or prevent me from participating in the Event or agreeing to the obligations of this Release. I agree to abide by and adhere to any published safety rules of NDIA, and of those parties working with NDIA to host the Event, and will otherwise conduct my participation in the Event in accordance with all applicable laws.

I further understand and acknowledge that NDIA has not undertaken any duty and shall not be held responsible to inquire into, examine or otherwise make any determination with respect to the quality and safety of the any of the firearms or other equipment that will be used in the Event. I further acknowledge that NDIA makes no guarantee or assurance of any kind, with respect to the firearms and weapons that will be used in the Event and expressly disclaims any and all liability arising directly or indirectly from the use of firearms and weapons involved with the Event.

I verify that I have read and understand this Assumption of Risk by placing my initials here:

WAIVER, INDEMNIFICATION AND RELEASE

In consideration of my participation in the Event and my use of the Camp Atterbury premises and facilities, I hereby waive, release, forever discharge, and agree to hold harmless NDIA, the firing demonstration companies participating in the Event to include Barrett, Century Arms, DSG Industries, FN America, Glock, H&K, and PEO Soldier (collectively, the “Firing Demonstration Companies”), the Department of Defense, and Camp Atterbury, VA and their respective directors, officers, employees, volunteers, agents, contractors, members, subsidiaries, representatives, successors and assigns thereof, including but not limited to, any vendor or third party working in conjunction with NDIA to put on the Event, and their respective agents and employees (collectively, the “Releasees”) from any and liability from any and all actions, causes of action, claims, demands, damages, injuries, liabilities and expenses of any nature whatsoever (including reasonable attorneys’ fees), that may arise directly or indirectly, now or in the future, by reason of my participation in the Event, and travel or return to or from the Event, including that caused solely or in part by the fault (including but not limited to the negligence, gross negligence, and/or recklessness) of the Releasees. This Release and my obligations and covenants herein shall be binding on my heirs, executors, administrators, successors and assigns (collectively, “Successors”).

I agree, for myself and my Successors, that the above representations and agreements are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim in contravention of this Release, the asserting party may be liable for the expenses (including legal fees) incurred by the other party or parties in successfully defending such claim. This Release may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their respective insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer in connection with my participation in the Event. Every term and provision of this Release is intended to be severable; I agree that if any provision of this Release is found to be void or unenforceable, the remaining provisions shall remain in full force and effect and the voided or unenforceable term shall be replaced with a modified term as permitted under law most closely matching the intent of this Release.

I HAVE CAREFULLY READ AND UNDERSTOOD THIS ASSUMPTION OF RISK, LIABILITY WAIVER AND RELEASE, AND ENTER INTO IT IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN THE NATIONAL DEFENSE INDUSTRIAL ASSOCIATION 2018 ARMAMENTS CONFERENCE AND FIRING DEMONSTRATION.

PARTICIPANT/RELEASOR

Signature Date

Address: