

# FUTURE FORCE CAPABILITIES

CONFERENCE & EXHIBITION

Armaments | Fuze | Integrated Precision Warfare | Munitions | Robotics

NDIA

September 24 – 27, 2024  
Virginia Beach, VA

## Live Fire Demo Release

### Range Safety Rules

#### General

1. Treat every firearm as if it is loaded:
  - a. Keep firearms pointed in a safe direction at all times
  - b. Actions should be open and firearms unloaded unless firing
  - c. Never sweep the barrel across or towards people
  - d. Keep fingers outside the trigger guard until you are ready to fire
2. You must wear eye and ear protection at all times
3. Never walk in front of shooting positions unless a ceasefire has been called and the range is "Cold" and you are going downrange to check or erect targets.
4. Unload immediately if a range officer tells you to do so or if a ceasefire is called. Follow range officer instructions immediately. Arguing or unsportsmanlike behavior may cause you to be removed from the range and denied future shooting privileges.
5. Any serious malfunction, damage to range equipment, injury or accidental discharge should be reported to a range officer immediately. If assistance is required for any malfunction (jam, misfire, squib, etc.) leave the gun pointed downrange and notify a range officer.
6. Handgun shooters under 21 years of age and long gun and archery shooters under 18 years of age must have a minor release waiver completed by their parents or legal guardian. The minimum age for a shooter is 15 years old. Minors must be accompanied by a parent or legal guardian or escort (escort must be named specifically in the minor's waiver) who is appropriately trained in the use of firearms.
7. Alcohol and drug use are strictly prohibited before and during shooting. If you are found to be breaking this rule, you will not be allowed to shoot and will be asked to leave the premises.
8. If unsafe behavior is observed, please notify a range officer immediately.
9. All shooters must attend a safety briefing annually.
10. Do not load your weapon until you are in a shooting position and it is your turn to shoot. A maximum of 2 shells may be loaded for trap, skeet and 5 stand.
11. Relays will be run to allow for changing targets. During target change, guns will be grounded, pointed downrange, actions open, completely unloaded.
12. You may not handle any firearms when the range is "Cold" unless it is in a case. If the range is cold, you may go downrange and erect targets.
13. You will be given a warning that the range is about to go "Cold". At this time you are to clear your weapon, place it on the table with the action open. NO exceptions.
14. Once the range is declared "Hot", you may resume shooting or remove weapons from the case and begin shooting.
15. NO eating or drinking on the firing line. No horseplay, practical jokes, or other unsafe behavior.
16. Shooter must maintain control of their firearm at ALL times.
17. The range officer or range manager shall have the right to close the range to firing at any time he/she believes that conditions are unsafe.
18. Always keep the muzzle pointed at the backstop or bullet trap. Never allow the muzzle to point in any direction that would allow a bullet to leave the range in the event of an accidental discharge.
19. Members and Guests are strictly prohibited from teaching and/or instructing individuals or groups for compensation unless explicitly authorized in writing by C2 Shooting and Training Center personnel. Doing so will result in permanent banishment from the Facility and surrender of your Membership without a refund.
20. You must clean up your own brass and firing position.
21. VIOLATION OF THESE SAFETY RULES MAY RESULT IN YOUR REMOVAL FROM THE RANGE. DEPENDING ON THE CIRCUMSTANCES, YOU COULD BE BANNED PERMANENTLY AS DETERMINED IN BEAR SWAMP'S DISCRETION.
22. Bear Swamp reserves the right to change the range hours at anytime.



# BEAR SWAMP

## Participation Agreement and Waiver and Release of Liability

### \*\* READ CAREFULLY \*\*

THIS PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY ("Agreement") is between the undersigned, called "Participant," and Bear Swamp, LLC, called "Operator." If the Participant is under 18 years of age, a parent or legal guardian must also sign this Agreement and will be deemed the "Participant" jointly with the person under 18 years of age. "Participant" also includes a person observing, but not performing, the Activities.

"Activities" means, collectively, the facilities, services, classes, equipment, and activities offered, provided, or conducted by Operator or its affiliates or contractors.

"Participant Parties" means, collectively, Participant and his or her personal representatives, heirs, estate, successors, and assigns.

"Property" means the property on which the Activities are conducted.

"Released Parties" means, collectively, Operator, Hosier Road Associates, LLC, Hosier Road Associates II, LLC, Hosier Road Associates III, LLC, and each of their shareholders, members, directors, officers, managers, employees, contractors, agents, and volunteers, and the respective successors, assigns, personal representatives, estates, and heirs of each of the foregoing.

### Nature of Activities; General Agreements; And Participant's Assumption Of Risk

Among other things, Operator operates a shooting range and archery range, conducts contests, tournaments, and corporate outings, and provides training and instruction in firearms use, use of force, alternative force, use of edged weapons, and other activities and events. The use of the shooting ranges and the instruction offered individually and/or during classes involves the discharge of firearms and may include the use of alternative force and the use of edged weapons by the class members and instructors in various ways including simulated combat situations.

As a condition to Operator's agreement to allow Participant to enter onto the Property and use and participate in the Activities, Participant, on behalf of himself or herself and the other Participant Parties, agrees and acknowledges that:

1. Participating in the Activities is a privilege that is granted by Operator to Participant, even if Participant has paid money for such participation. A material part of the consideration to Operator is Participant's signing of this

Agreement and complying with its terms. Without signing this Agreement, Operator would not allow Participant to participate in the Activities.

2. Participant has read and understands the Range Safety Rules accompanying this Agreement. Participant has had the opportunity to ask questions about the rules and about any other aspect of the Activities. Participant's engaging in the Activities is conclusive evidence that all of Participant's questions and concerns have been satisfactorily addressed. Participant's participation in the Activities is strictly voluntary, and Participant is under no compulsion to participate. Participant represents and warrants that Participant is in good health and is physically and mentally able to fully participate in the Activities. If Participant becomes physically or mentally unable to participate during an Activity or feels that the Activity will aggravate or be harmful to a prior condition or Injury, the Participant is responsible for curtailing or ceasing any exercise or training, and must inform the range officer or instructor immediately. If Participant is uncertain about whether Participant should engage in any of the Activities, Participant should NOT participate in the Activities. If the Activity has not started, Participant will have all fees for such Activity refunded.
3. Participant has been advised that the Activities may involve certain inherent dangers and risks to persons participating in the Activities and their property, even if the activities are conducted safely and properly. SUCH DANGERS AND RISKS INCLUDE, WITHOUT LIMITATION, BEING STRUCK BY BULLETS, ARROWS, OR OTHER FLYING OR FALLING OBJECTS, EXPLOSIONS FROM MALFUNCTIONING WEAPONS, BEING STRUCK DURING SIMULATED COMBAT EXERCISES, EXPOSURE TO LEAD AND OTHER HAZARDOUS MATERIALS INHERENT IN FIREARMS AND ACTIVITIES OF THIS TYPE, AND OTHER PERSONAL INJURIES OR DEATH OR DAMAGE TO OR DESTRUCTION OF PROPERTY. PARTICIPANT ACCEPTS AND ASSUMES ALL SUCH DANGERS AND RISKS, EXCLUDING ONLY INJURIES, DEATH, OR DAMAGE DIRECTLY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OPERATOR OR ANYONE ACTING ON OPERATOR'S BEHALF WITHIN THE SCOPE OF SUCH PERSON'S AUTHORITY AND DUTIES.
4. Other individuals and groups may be engaging in Activities on the Property, some of which may involve the discharge of firearms or other weapons. While Operator will exercise reasonable care, Operator may not have complete control over such other parties. Participant assumes the risk of personal injury, death, and damage to property resulting from the acts of such other parties, except to the extent directly caused by the negligence or willful misconduct of Operator or anyone acting on Operator's behalf within the scope of such person's authority and duties.
5. To the extent weapons and equipment are provided to Participant, such items are provided in their "as is" condition, without representation or warranty of any kind. Participant acknowledges that malfunctions may occur resulting in personal injuries, death, or damage to property.

**Release, Covenant Not to Sue, and Indemnity**

Participant, on behalf of himself or herself and the other Participant Parties, releases, relinquishes, and forever discharges the Released Parties from any and all claims, suits, causes of action, obligations, and liabilities of every kind and nature, and all losses, damages, fines, penalties, costs, and fees, including attorney's fees, arising out of or related to the foregoing (collectively "Claims") that Participant may have, incur, or suffer, whether known or unknown, as a result of engaging in or observing any Activities or otherwise entering on or being on the Property. The foregoing release includes Claims of any and every kind and nature, including without limitation personal injury, wrongful death, and property damage, regardless of cause, excluding only Claims to the extent caused by the negligence or willful misconduct of the Released Party seeking to invoke the foregoing provision.

Participant hereby promises and agrees that neither Participant nor any of the Participant Parties will institute any action or suit at law or in equity against the Released Parties, nor institute, prosecute, or in any way aid in the institution or advancement of any Claim, excluding only Claim caused by the negligence or willful misconduct of the Released Party seeking to invoke the foregoing provision.

Participant, on behalf of himself or herself and the other Participant Parties, agrees to indemnify, defend, and hold

harmless the Released Parties from all Claims asserted against or suffered or incurred by the Released Parties or any one or more of them that arise out of or related to Participant's engaging in the Activities and/or Participant's entry or presence on the Property, excluding only those Claims caused by the negligence or willful misconduct of the Released Party seeking to invoke the foregoing provision.

**Miscellaneous**

Participant expressly agrees that this Agreement is governed by the laws of the Commonwealth of Virginia and is intended to be as broad and inclusive as is permitted by Virginia Law and that in the event any portion of Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be altered, affected or impaired in any way and shall continue in full legal force and effect.

**The Released Parties other than Operator are express third party beneficiaries of this Agreement.**

BY SIGNING BELOW, PARTICIPANT AFFIRMS THAT HE OR SHE HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT AND HAS HAD A CHANCE TO HAVE ALL QUESTIONS ANSWERED TO PARTICIPANT'S SATISFACTION.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Name