

**~LOTUS GUNWORKS OF SOUTH FLORIDA, LLC~
RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND
ASSUMPTION OF THE RISK AGREEMENT**

WHEREAS, in return for being allowed to enter Lotus Gunworks, Lotus Gun Range and Lotus Gunworks of South Florida, L.L.C. (collectively "Lotus"), and to observe and/or participate in shooting and other activities at Lotus including, but not limited to, instruction in firearms, use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, individually and/or on behalf of my minor child as applicable, (hereinafter collectively "I" or "me") expressly agree to the terms of this RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT (hereinafter the "Form") and accept and assume any and all known and unknown risks existing at Lotus, upon entrance into Lotus, in using any of its facilities and equipment, engaging in or observing shooting, or otherwise participating in any other activities at Lotus:

1. Range Rules & Instructions. I hereby state that I am familiar with the operation of all firearms that I will use, handle, or shoot while at Lotus and that I will obtain instruction on the operation of any firearms with which I am not familiar before handling such firearms at Lotus. I have read Lotus' range instructions, and am familiar with all range commands that are used at Lotus. I have had the range commands explained to me, understand them, and I will follow any and all range commands immediately and without question.

2. No Legal Restrictions. I hereby state that I am legally permitted to possess a firearm or ammunition; I am not subject to any injunction that would prevent me from possessing a firearm or ammunition; I have not been convicted of a felony; I am not under any legal disability or legal restriction that would prevent me from possessing a firearm or ammunition; and I am not under the influence of any drugs or alcohol which prevent me from reading and understanding this Form. I hereby acknowledge and agree I have read, understand and will at all times abide by Lotus rules, range rules and procedures. This Form binds me and my executors, administrators, assignees or heirs.

3. Voluntary Application / Assumption of Risk. I hereby acknowledge, understand and agree that I have voluntarily applied to and expressly assume the risk of entering into and onto Lotus, and/or to engage in and/or to observe, shooting and other activities at Lotus. I further acknowledge and understand that said "other activities" includes any and all activities of any kind whatsoever in which I can engage in or observe while at Lotus, including, but not limited to, instruction in the use of firearms, discharge of firearms, firing of live ammunition, and taking part in activities and events at Lotus, whether sponsored by me, Lotus or any other person or entity. I acknowledge, understand and agree that firearms are dangerous instrumentalities, and that shooting and the use of firearms and ammunition may be inherently dangerous and may cause serious physical or emotional injury, partial or total loss of eyesight or hearing, paralysis, permanent disability, or even death to myself or others. I also understand that serious injury may occur from many causes and sources, including, but not limited to the following: being shot, whether by myself or others; inhalation, absorption or other harmful contact with lead, brass, gunpowder, cleaning solvents, and other contaminants; ricochets from firearms that I am using or not using, but are in use on the range while I am also on the range; explosions from ammunition; and being struck by flying or falling objects. I knowingly accept all risks, known and unknown, and expressly and unequivocally fully release Lotus and its Agents, as defined below, from any and all liability in connection therewith.

4. Inspection / No Warranties by Lotus. Before executing this Form and participating in activities at Lotus, I acknowledge, understand and agree that I have had the opportunity to inspect the facilities, products and equipment to be used, to assure myself of their safe condition and have either done so or voluntarily chosen not to do so. I further agree that Lotus is offering me the opportunity to inspect the facilities, products and equipment each time I enter Lotus and/or participate in activities at Lotus, to assure myself of their safe condition, and that if I fail to do so it is entirely and solely of my own volition. I understand, acknowledge and agree that neither Lotus nor any of its subsidiaries, members, owners, directors, officers, managers, employees, agents, representatives, instructors, drivers, and customers (hereinafter collectively "Agents") makes any representation or warranty to the design, manufacture, maintenance, condition or fitness for any particular purpose of any of the facilities, products or equipment at Lotus, including, but not limited to: Lotus, the Premises (as defined below), ammunition, eye/hearing protection, and/or first aid supplies. I acknowledge, understand, and agree that the nature and condition of the Premises and Lotus is such that both known and unanticipated risks and hazards exist, which create or contribute to both known and unanticipated risks inherent on entering the Premises, in entering Lotus, and in engaging in or observing shooting or any other activities of any kind whatsoever at Lotus. I understand that such risks and hazards cannot be eliminated without compromising the essential qualities of Lotus and its Premises, equipment, products and environment.

5. Indemnification. In consideration of my participation in any and all activities at Lotus, if Lotus is made a party by any person or entity to any lawsuit commenced against me then I hereby agree to release, indemnify, hold harmless,

**Release, Waiver, Indemnification, Hold Harmless, and Assumption of the Risk Agreement
Lotus Gunworks of South Florida, L.L.C.**

protect and defend Lotus, and any of its Agents, and pay all expenses, costs and legal fees incurred or paid by Lotus or such other parties in connection with the dispute. Such payment shall be made immediately upon demand. Should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws or the United States or of any State, including Florida, under any theory of law or equity, I agree to indemnify, save, and hold Lotus and its Agents harmless from any or all damages, losses, claims, actions, fault, liabilities, costs, expenses, demands, lawsuits or proceedings of any kind or character, including, but not limited to, actions for attorneys' fees and expenses, the cost of any settlement or judgment made or rendered against Lotus, (whether individually or jointly, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees, legal assistants' fees and costs prior to trial, at trial, and on appeal, and in any bankruptcy or creditor's reorganization proceedings, in addition to any other relief to which Lotus may be legally or equitably entitled) which may be presented or initiated by any person or entity and which arise directly or indirectly from my participation in any activities at Lotus, including but not limited to, the discharge of firearms and ammunition; the course of instruction; the shooting range, the store, the building, and premises used for the course of instruction (hereinafter, collectively referred to as the "Premises"); my presence on or use of said Premises; and any and all of my acts or omissions, whether resulting from the negligent acts or other fault, either active or passive, of Lotus, of bystanders, participants, or guests, or from any other cause. I intend for this indemnification to and it shall include all expenses including attorneys fees irrespective of how any claims may be resolved, i.e., through litigation, mediation, arbitration, or any other form either in or out of court. It is my intent that no claims of any person or entity through me or against me shall ever cause Lotus to incur or suffer any expenses or damages whatsoever.

6. Release. I acknowledge, understand and agree that there are serious risks and dangers involved in the activities at Lotus, and having been properly warned of all said risks and dangers, I accept and assume all risks and dangers associated with activities in which I participate and/or observe, or which may otherwise occur, while at Lotus, and on other properties used or owned by Lotus. I hereby expressly release and discharge to the fullest extent permitted by law, Lotus and its Agents, and property owners of all property, both real and personal, used for activities at or through Lotus, and their collective agents, operators and manufacturers of the equipment or products used while I am on any property or facility operated, owned or used by Lotus and related activities, including transportation and any firearms that I may rent from Lotus, or which may be loaned to me by Lotus, as well as any ammunition I may purchase from Lotus, and all other landowners, tenants, participants, and sponsors of any activity conducted by Lotus, from all rights, claims, demands, damages, actions, and causes of action, of any nature whatsoever, including, but not limited to, all negligent acts by Lotus, bystanders, participants, guests, or anyone else present during such acts, whether arising at law or in equity, which I may have or may hereafter have, against Lotus by reason of any matter, cause, happening or thing while participating in any activity or thing at Lotus, whether resulting from the negligence or other fault, either active or passive, of Lotus, or from any other cause, from the date of my signature below until the end of time.

7. Agreement Not To Sue. I hereby agree never to institute any lawsuit or cause of action against Lotus or its Agents, or to initiate or to assist in the prosecution of any claim for damages against Lotus or its Agents which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Form, whether caused by the negligence or fault, active or passive of Lotus or its Agents, or from any other cause. I further agree that my family, next of kin, heirs, issue (born or unborn), executors, administrators, personal representatives, assignees, and/or anyone else claiming on my behalf (hereinafter collectively "Estate") shall not institute any lawsuit, cause of action, or claim for damages against Lotus or its Agents, and my Estate shall not initiate or assist in the prosecution of any claim for damages against Lotus or its Agents which I and/or my Estate may have by reason of injury to my person or property, or my death, arising from the activities covered by this Form, whether caused by the negligence or fault, either active or passive, of Lotus, or from any other causes, and I hereby so instruct my Estate. Should any such lawsuit or cause of action be instituted against Lotus or its Agents, I agree that Lotus shall be entitled to recover from me, or my estate, or my trust, all attorneys' fees, expenses, costs, incurred in the defense of such lawsuit or cause of action, including any arising therefrom, whether or not such litigation is successful.

8. Validity of Agreement. I understand that if I institute, or if my Estate institutes, any lawsuit, cause of action, or claim for damages against Lotus because of any injury to my person or my property, or even because of my death, as a result of my participation in activities at Lotus, this Form can and will be used in court or at any other proceeding, and that agreements like this one have been upheld by tribunals in similar circumstances.

9. Medical Treatment. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize Lotus and/or its Agents, as well as emergency medical personnel, to make emergency medical decisions on my behalf, including, but not limited to, CPR and/or AED. I hereby consent to the administration of all first aid and any other medical treatment in the event of injury or illness at Lotus. I acknowledge, understand and agree that Lotus and any of its Agents have no duty to undertake first aid or rescue operations or procedures in the event any property

damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries to myself or others. I authorize Lotus to secure emergency medical care or transportation (i.e., EMS) when deemed necessary. I agree to assume all costs of emergency medical care and transportation.

10. Alcohol & Drugs: I hereby certify that I am not now and will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely operate firearms or otherwise participate in any activities at Lotus. I further understand that alcohol consumption before or while operating firearms or otherwise participating in any activities at Lotus is prohibited by Lotus and I take full and sole responsibility for any decision I make to consume alcohol at those times. I represent and warrant that I am in good mental and physical health and in proper physical condition to safely operate firearms and otherwise participate in any activities at Lotus. I hereby certify that I have no known or knowable physical or mental conditions that would affect my ability to safely operate firearms or otherwise participate in any activities at Lotus, or that would result in my participation creating a risk of danger to myself or to others.

11. Attitude and Behavior: I agree that I will exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

12. Photo, Audio & Video Release. I understand, acknowledge that Lotus has installed security cameras throughout Lotus, and engages in audio and video recording before, during and after business hours. I understand, acknowledge and agree that commercial and non-commercial still video, videography, and other motion picture photography through the installed security cameras or through other means, may occur during my presence at Lotus and that I may be incidentally included in such photography. I hereby grant Lotus and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs, audio, or video images of me, or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium, to alter the same without restriction, and to copyright the same. This includes any and all legal uses. I hereby release Lotus and its representatives and assigns from all claims and liability relating to said photographs, audio files, or video images. I hereby waive all intellectual property rights or claims I may have to any photographs, audio files, or video images of me or in which I am included.

13. Due Diligence. I hereby acknowledge, understand and agree that this Form is a legal and binding document on me, and that I have investigated and conducted all necessary due diligence with respect to any of the matters or interests described herein before signing it. I expressly acknowledge, understand, and agree that I have had the opportunity to have this Form reviewed by an attorney of my choice before signing it and have either done so or voluntarily chosen not to avail myself of this right.

14. Rules and Instructions. By my signature below, I acknowledge, understand and agree to obey all laws, rules, range rules, and/or instructions from Lotus. I understand that if I violate any of said laws, rules, range rules, and/or instructions from Lotus that my privilege to enter and participate in activities at Lotus may be temporarily suspended or permanently revoked, and that if I have provided any false statement or information, my privileges will be immediately revoked with the complete and total forfeiture of any dues or fees paid to Lotus.

15. Arbitration. Any controversy or claim arising out of or related to this Form, or the breach thereof, whether in tort, contract, strict liability, or any other legal theory, shall be settled by mandatory binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding any provision of the foregoing AAA rules to the contrary, the failure of a party to pay a required deposit of arbitration fees, costs, and expenses, including those of the arbitrator(s), shall constitute an irrevocable and self-executing waiver and abandonment of the non-paying party's right to file, maintain, finalize, or pursue to final hearing all of its claims, answers to claims, or counterclaims, to be present at any arbitration hearing, including the final hearing, to be heard, to present evidence, and to cross-examine witnesses. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and other expenses. The arbitrator(s) shall determine both entitlement to and amount of all prevailing party attorneys' fees, costs and other expenses. The sole and exclusive venue for arbitration shall be Martin County, Florida unless the parties otherwise agree in writing. The parties waive the right to institute or maintain any such action or proceeding in any other forums whatsoever. Any proceedings to confirm or otherwise enforce the arbitration award shall be brought in a court of competent jurisdiction.

16. Captions. The captions in this Form are purely for reference and convenience only, and shall not affect interpretation of this Form.

PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LOTUS AND/OR ITS AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LOTUS AND/OR ITS AGENTS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

PLEASE PRINT **Minor's** First, Middle Initial, Last Name:

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NAME OF PARENT/GUARDIAN (Please Print)

AGE OF MINOR

Parent's or Guardian's Signature

Date