## VAKIO LLC (VTAC Training) INDEMNIFICATION AND WAIVER OF LIABLITY AGREEMENT

In consideration of the Undersigned's participation in and presence at a course for the instruction in firearms (the "Course") conducted by VAKIO LLC ("VTAC Training"), for use of premises on which such Course is conducted, and for other reasonable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

- 1) Undersigned agrees to indemnify, hold harmless and defend VTAC Training and all of its members, managers, officers, employees, contractors, agents, volunteers, or other representatives, including but not limited to Sebastien Vakerics and any other person functioning as a firearm instructor or range safety officer for this course (the "Instructors"), as well as the owner(s), operators, and tenants of any real property and improvements where the Course is being conducted, and all their members, managers, officers, employees, contractors, agents, volunteers, or other representatives, (collectively, all persons and entities indemnified herein are referred to as the "Indemnified Parties") from any and all fault, liabilities, damages, costs, expenses, claims, demands, judgments, costs of defense, or lawsuits arising out of, related to, or connected with: (1) Undersigned's presence at or participation in the Course; (2) the discharge of firearms by the Undersigned; (3) Undersigned's presence on or use of the land and premises, including any buildings, houses, or other improvements, used in connection with any portion of the Course (the "Premises"); (4) Undersigned's possession or use of firearms or equipment; and (5) any and all actions or omissions of the Undersigned. Should any of the Indemnified Parties incur any expense or become obligated to pay any attorney's fees or court costs in connection with reviewing, analyzing, compromising or defending any claims or demands arising out of the subject matter with respect to which indemnification is provided by this Agreement, or for purposes of enforcing this Agreement, Undersigned agrees to reimburse such Indemnified Party for such expenses, attorney's fees, or costs within a reasonable time, in no event to exceed ten days after receiving written notice from the Indemnified Party of such expenses, attorney's fees, or costs.
- 2) Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, and next of kin any and all rights and claims for damages, injuries, losses, demands, and any other actions or claims, except for acts of gross negligence or willful or wanton conduct, that Undersigned may have against any of the Indemnified Parties arising out of, related to, or connected with (1) the Course; (2) the Premises, including any latent defect in the Premises; (3) Undersigned's presence on or use of said Premises; (4) Undersigned's personal property (whether or not entrusted to Instructors); and (5) the discharge or use of firearms. The Indemnified Parties shall not be liable for and Undersigned on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs, and/or next of kin, hereby expressly releases the Indemnified Parties from any and all such claims and liabilities, except for acts of gross negligence or willful or wanton conduct.
- 3) Undersigned hereby expressly assumes the risk of taking part in the Course and taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms, and the firing of live ammunition, all of which may cause injury, permanent harm, or death.
- 4) Undersigned furthermore acknowledges and understands that the Instructors of this class are NOT attorneys and any opinions expressed by the instructors are to be considered personal opinions and not legal advice.
- 5) Undersigned irrevocably permits, authorizes, grants, and licenses to VTAC Training and its affiliates, successors, and assigns, the rights to film, photograph, tape, and record undersigned while on the

Premises or while participating in the Course, and undersigned acknowledges and agrees that VTAC Training and its affiliates, successors, and assigns shall be the exclusive owner of all copyrights and other rights to and in connection with such videos, photographs, tapes and recordings. Undersigned further irrevocably permits, authorizes, grants, and licenses to VTAC Training and its affiliates, successors, and assigns, the right to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, sell, rent, license, otherwise use, and permit others to use my name, image, likeness and appearance on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of VTAC Training and its affiliates and assigns and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to undersigned.

- 6) Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is deemed invalid or otherwise unenforceable, the enforceability of the remaining provisions will not be impaired thereby.
- 7) This Instrument binds the Undersigned and his/her executors, personal representatives, administrators, assignees, heirs, and next of kin.
- 8) Undersigned expressly gives the Indemnified Parties permission to use photographs and video taken in and during any firearms training class for the purposes of advertising and/or promoting VTAC Training.
- 9) Undersigned warrants that he/she is of the legal age of majority and is capable of entering into this Agreement. Undersigned warrants that he/she is physically, mentally, and emotionally capable of participating in this Course.
- 10) Undersigned hereby expressly acknowledges and agrees that he/she has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned acknowledges that he/she has the right to have his/her attorney review this Agreement and advise Undersigned as to his/her rights and obligations under this Agreement. Undersigned furthermore acknowledges and agrees that he/she has read, understands and will at all times abide by range rules and procedures and any other rules or procedures stated by the Instructor.
- 11) Undersigned understands and expressly acknowledges that an inherent risk of exposure to COVID-19 exists in any public place where people are present. In attending the Course, Undersigned voluntarily assumes all risks related to exposure to COVID-19, and waives, releases, and discharges the Indemnified Parties from any and all liability under any theory, whether in negligence or otherwise, for any illness or injury.
- 12) This Agreement shall be construed, interpreted, and governed by the laws of Georgia, without regard to conflicts of law principles. Any lawsuit arising out of this Agreement or out of Undersigned's participation in the Course or activities of any of the Indemnified Parties shall be brought in Liberty County, Georgia.

<u>Undersigned</u>	<u>Witness</u>	
Signature:	Signature:	
Print Name:	Print Name:	
Date:	Date:	