

## **WAIVER AND RELEASE FROM LIABILITY**

In consideration of being permitted to participate in any way in the Tactical Operator Medical Skills Program ("TOMSP"), I, \_\_\_\_\_, on behalf of myself, my heirs, assigns and next of kin, hereby waive, release, indemnify, hold harmless and forever discharge Tac-Med, LLC and its agents, employees, independent contractors, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in the TOMSP conducted by, on the premises of, or for the benefit of, Tac-Med, LLC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that I will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I also acknowledge, agree, and represent that I understand the nature of the TOMSP and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the TOMSP. I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party as they relate to the TOMSP.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death, or damage to personal property associated with all activities during the TOMSP including but not limited to shooting simunition weapons within the facility, using the facility and its equipment in any manner form or fashion, participating in tactical scenarios, and practicing and/or engaging in simunition activities or other related tactical activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the TOMSP conducted by, on the premises of, or for the benefit of Tac-Med, LLC, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature