

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND HOLD HARMLESS AGREEMENT
ORDNANCE DEVELOPMENT DIVISION**

THIS IS A LEGALLY BINDING LIABILITY RELEASE. READ IT CAREFULLY BEFORE SIGNING.

1. Parties

This Agreement is entered into by the undersigned participant (“Participant”) and **Freedom Forge Armory LLC**, including its divisions, specifically the **Ordnance Development Division (ODD)**, its owners, officers, directors, employees, contractors, instructors, volunteers, agents, and representatives (collectively, “Released Parties”).

The Ordnance Development Division is a division of Freedom Forge Armory LLC and operates under its authority.

2. Description of Activities

Participant acknowledges that ODD conducts instruction, training, evaluation, and testing activities involving firearms, indirect-fire systems, live fire, ordnance, and related equipment. These activities may include, but are not limited to:

- Live-fire mortar training and evaluation
- Handling of firearms and ammunition
- Handling of mortars and ordnance
- Operation in remote or undeveloped terrain
- Exposure to noise, blast overpressure, debris, uneven ground, weather, and other environmental hazards

Participant understands that these activities are inherently hazardous. _____ (Initial Here)

3. Assumption of Risk

Participant knowingly, voluntarily, and expressly assumes all risks associated with participation in ODD activities, whether known or unknown, foreseeable or unforeseeable, including risks arising from the inherent dangers of firearms and live-fire training.

Participant understands that serious injury, permanent disability, or death may occur, even when safety procedures are properly followed.

Participant understands risks include, but are not limited to: Lacerations, abrasions, amputations, and slips, trips, and falls. Traumatic Brain Injury (TBI) from blast overpressure, shrapnel wounds, thermal burns, permanent hearing loss, permanent loss of sight, inhalation of lead or toxic fumes.

Participant agrees that these risks are open and obvious and inherent to the activity. _____ (Initial Here)

4. Release and Waiver of Liability

To the fullest extent permitted by law, Participant hereby releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, actions, causes of action, or liabilities of any kind arising out of or related to participation in ODD activities, including but not limited to claims arising from:

- Personal injury
- Property damage
- Illness
- Death

This release includes claims arising from ordinary negligence of the Released Parties but does not apply to gross negligence or willful misconduct where prohibited by law.

Participant agrees to the release and waiver of liability. _____ (Initial Here)

5. Hold Harmless and Indemnification

Participant agrees to indemnify, defend, and hold harmless the Released Parties from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from Participant's actions, omissions, or failure to follow instructions during ODD activities.

Participant agrees to indemnify and hold harmless the released parties. _____ (Initial Here)

6. Medical Acknowledgment

Participant affirms that they are physically and mentally capable of participating in ODD activities and have no condition that would unreasonably increase the risk of participation.

Participant authorizes ODD and Freedom Forge Armory LLC to obtain emergency medical treatment if necessary and understands that they are solely responsible for all medical costs incurred.

Participant affirms that they are capable of participation, authorizes Freedom Forge Armory LLC to obtain emergency medical treatment, and understands that they are responsible for medical costs

_____ (Initial Here)

7. Compliance with Instructions

Participant agrees to comply with all safety rules, instructions, and commands issued by ODD personnel. Participant understands that failure to follow instructions may result in immediate removal from activities without refund.

Participant agrees to comply with all safety rules, instructions, and commands. _____ (Initial Here)

8. No Representation of Employment or Military Status

Participant acknowledges that participation does not create an employment, agency, or military relationship with Freedom Forge Armory LLC or ODD. Training provided is civilian in nature and for instructional or evaluative purposes only.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the state in which the activity occurs. Venue for any dispute shall lie exclusively in the appropriate court of that jurisdiction.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding liability and assumption of risk and supersedes all prior agreements or representations.

12. Acknowledgment and Signature

Participant acknowledges that they have read this Agreement in its entirety, understand its terms, and sign it voluntarily without coercion.

Participant represents and warrants that they are at least eighteen (18) years of age.

Participant Name (Printed): _____

Signature: _____

Date: _____

Emergency Contact Name & Phone: _____

THIS SECTION IS FOR ODD USE

1. Date Received: _____

2. Participant ID verified: _____

3. ODD staff verifying ID and receipt of release form: _____

4. ODD Approval to participate

_____ **The participant meets participation requirements.**

_____ **The participant does not meet participation requirements.**