

201TACSOLUTIONS, LLC

LIABILITY WAIVER, ASSUMPTION OF RISK, RELEASE, AND COVENANT NOT TO SUE

2026 TRAINING PARTICIPANT AGREEMENT

IMPORTANT — PLEASE READ CAREFULLY. This agreement affects your legal rights. By signing it, you acknowledge the risks associated with firearms, force-on-force training, physical activity, vehicles, training structures, and other activities described below, and you agree to release and indemnify the Released Parties to the fullest extent permitted by applicable law.

Effective Date: _____

Participant Name: _____

Facility / Host Agency: _____

Property / Training Location: _____

1. PARTIES AND PURPOSE

This Liability Waiver, Assumption of Risk, Release, and Covenant Not to Sue ("Agreement") is entered into by the individual identified above ("Participant") and 201TacSolutions, LLC, a North Carolina limited liability company ("201TacSolutions"), together with the facility or host agency identified above ("Facility"). 201TacSolutions and Facility, together with their respective owners, members, managers, officers, employees, instructors, agents, representatives, volunteers, independent contractors, insurers, successors, and assigns, are collectively referred to as the "Released Parties."

In consideration for being permitted to enter the Facility and Property and participate in training instructed, sponsored, coordinated, or provided by 201TacSolutions, Participant agrees to the terms of this Agreement.

2. EXPRESS WAIVER AND RELEASE OF NEGLIGENCE

Participant expressly releases, waives, discharges, and covenants not to sue the Released Parties for claims arising from or related to Participant's participation in the activities covered by this Agreement, including claims alleging the ordinary negligence of any Released Party, to the fullest extent permitted by North Carolina law. This release includes claims for bodily injury, illness, death, property damage, or other loss occurring during or after the activities when the claim arises from or relates to Participant's participation in or presence at the activities or Property.

Nothing in this Agreement is intended to waive any right or claim that cannot lawfully be waived under applicable law.

3. ASSUMPTION OF RISK

Participant understands and acknowledges that the training activities are inherently dangerous and may result in serious bodily injury, permanent disability, property damage, or death. Participant voluntarily assumes all risks, known and unknown, foreseeable and unforeseeable, arising from or related to participation in the activities, including risks caused by conditions at the Property, the acts or omissions of other participants, equipment failure, or the ordinary negligence of a Released Party, to the fullest extent permitted by law.

Risks may include, without limitation:

- Live-fire firearms training, including gunfire, muzzle blast, hearing damage, projectiles, bullet fragments, ricochets, target fragments, backstops, berms, intermediate barriers, vehicles, glass, metal, plastic, brass, and other debris.
- Non-Lethal Training Ammunition (NLTA), force-on-force, marking/projectile systems, and related weapons or equipment, including intentional or unintentional impacts that may cause bruising, abrasions, lacerations, eye injury, punctures, fractures, serious bodily injury, or death.
- Failure, malfunction, breakage, or improper operation of firearms, NLTA weapons, weapon parts, protective equipment, training equipment, vehicles, structures, targets, barriers, or other equipment, whether supplied by Participant or a Released Party.
- Vehicle-based training, including moving or stationary vehicles, intentional or unintentional collisions, sudden movement, falls, impacts, and interaction with vehicles or other objects.
- Movement, shooting, physical activity, and training in low-light or no-light conditions; heat, cold, rain, snow, fog, smoke, or other weather conditions; uneven terrain; structures; temporary or permanent training structures; shoot houses; and concealed or obscured hazards.

- Physical contact with other participants or Released Parties, including defensive and offensive scenarios, drills, grappling, takedowns, carries, and other physical training.
- Simulated medical care, including tourniquets, chest seals, gloves, simulated blood, carries, litters, lifting, moving, or treating participants or equipment.
- Training involving simulated injuries or restricted use of hands, feet, or limbs.
- Less-lethal or training devices and systems, including chemical agents, OC spray, CS gas, smoke, conducted-energy devices, impact/projectile systems, flash-bangs, breaching devices, and other training equipment when lawfully used as part of the course.
- K-9 training, including the risk of bites, falls, contact injuries, and other animal-related injuries.

4. RELEASE OF PROPERTY-DAMAGE CLAIMS

Participant releases the Released Parties from claims for damage to or loss of Participant's personal property arising from or related to Participant's entry onto or use of the Property or participation in the activities, except to the extent such a release is prohibited by law.

5. COVENANT NOT TO SUE

Participant agrees not to initiate or maintain any claim or action against any Released Party arising from a matter released by this Agreement. This covenant applies to claims brought directly by Participant and, to the extent legally enforceable, claims brought by Participant's heirs, personal representatives, successors, or assigns.

6. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, Participant agrees to indemnify, defend, and hold harmless the Released Parties from claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from Participant's acts or omissions, Participant's violation of this Agreement or course rules, or Participant's use of the Property, including claims brought by third parties arising from Participant's conduct. This provision does not purport to require indemnification for liability that applicable law prohibits a party from shifting by contract.

7. PROPERTY ACCEPTED AS-IS; ACCESS RESTRICTIONS

Participant accepts the Property in its existing condition and understands that the Property may contain hazards, including livestock or domestic animals, wild animals, uneven or unstable ground, structures, unstable walls or floors, broken glass, vehicles or machinery, exposed or concealed metal or plastic, debris, partially buried objects, and other conditions. Participant agrees that access is limited to designated areas necessary for entry and exit and for the authorized training activities, and only during the dates and times authorized by 201TacSolutions or Facility.

8. FIREARMS AND EQUIPMENT SAFETY

Participant shall handle and discharge firearms, NLTA weapons, and other training equipment only as directed by authorized 201TacSolutions or Facility personnel. Firearms may be discharged only in designated areas and only in directions and at targets authorized by staff. Participant shall not discharge or point a firearm in an unsafe direction or toward any person, vehicle, structure, or animal except as specifically authorized as part of the course and in accordance with applicable safety procedures.

9. COMPLIANCE WITH RULES AND CONDUCT

Participant agrees to follow all safety rules, range rules, course instructions, Facility rules, and lawful directions from 201TacSolutions and Facility personnel. Participant shall not intentionally damage Property, leave trash, or engage in conduct that unreasonably endangers, threatens, or harasses residents, staff, guests, instructors, or other participants.

10. PHOTOGRAPHY, VIDEO, AND LIVESTREAM

Participant grants the Released Parties permission to photograph, record, reproduce, and use Participant's image, likeness, voice, or participation in photographs, video, livestreams, or other recordings made in connection with the course or related business activities, without compensation, to the extent permitted by law. Participant waives any claim to compensation arising from authorized use. If Participant requires reasonable efforts to blur, black out, or otherwise conceal Participant's identity, Participant must notify 201TacSolutions in writing before the recording or publication when reasonably possible. An inadvertent failure to conceal Participant's identity will not, by itself, constitute a breach of this Agreement.

11. PARTICIPANT RECORDING AND COURSE MATERIALS

Participant may photograph or video portions of the course for personal, noncommercial use only, subject to instructor and Facility rules. Participant may not publish, distribute, sell, livestream, or otherwise republish course recordings without prior written authorization from 201TacSolutions. Participant acknowledges that course materials, lesson plans, presentations, demonstrations, written materials, videos, and instructional content are proprietary training materials. Participant may use them for personal

professional education but may not reproduce, distribute, teach, sell, license, or otherwise use them for financial or commercial gain without prior written authorization from 201TacSolutions.

12. MEDICAL CONDITION AND EMERGENCY INFORMATION

Participant represents that Participant is voluntarily participating and will promptly notify course staff of any condition, injury, medication, restriction, or other circumstance that may affect safe participation. Participant authorizes reasonable emergency medical assistance when necessary and understands that emergency medical care may involve risks, costs, or limitations. The information below is provided voluntarily for emergency-response purposes.

Emergency Contact Name: _____

Emergency Contact Phone: _____

Relevant Medical Conditions / Allergies / Restrictions: _____

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to conflict-of-law principles, except to the extent applicable law requires otherwise. To the extent permitted by applicable law, any dispute arising from or relating to this Agreement shall be brought exclusively in the state or federal courts located in or serving Guilford County, North Carolina, unless the parties agree otherwise in writing.

14. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unenforceable, or prohibited by law, that provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

15. ENTIRE AGREEMENT; NO ORAL MODIFICATION

This Agreement constitutes the entire agreement between Participant and the Released Parties concerning the subject matter addressed herein and supersedes prior oral or written understandings concerning that subject matter. Any amendment or waiver must be in writing and signed by an authorized representative of 201TacSolutions, LLC.

16. ACKNOWLEDGMENT AND VOLUNTARY EXECUTION

Participant states that Participant has read this Agreement, understands its terms, understands that it includes a release of claims for ordinary negligence to the fullest extent permitted by law, understands the risks described above, has had the opportunity to ask questions and seek independent legal advice, and voluntarily signs this Agreement as a condition of participating in the activities.

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS AGAINST THE RELEASED PARTIES.

Participant Printed Name: _____

Participant Signature: _____

Date: _____

Course Name: _____

Law Enforcement Agency: _____

201TacSolutions, LLC • North Carolina

SCAN FOR
MOBILE WAIVER

