**MACHINE GUNS VEGAS**

**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT;**

**AND COVENANT NOT TO SUE**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF THE FIREARM(S) PURCHASED FROM THIS WEBSITE AGAINST MACHINE GUNS VEGAS OR ANY OF ITS AFFILIATED ENTITIES NOW OR ANY TIME IN THE FUTURE.**

1. I acknowledge that I am at least eighteen (18) years of age or older. I, and on behalf of my representatives, heirs, agents, assigns, beneficiaries, executors and administrators, state that I understand that the firearms I have chosen to purchase from The Compound LLC dba Machine Guns Vegas (hereinafter “**MGV**”), located at 3430 Polaris Ave, Las Vegs, NV, 89102 , are inherently very dangerous and/or hazardous when loaded and in use.

Initial:

1. I understand that this firearm(s) was utilized as a range firearm by other consumers; therefore, BASED ON SUCH FAMILIARITY, KNOWLEDGE, AND INSPECTION, I ACCEPT THE FIREARM(S) ON AN “AS IS, WHERE IS AND WITH ALL FAULTS” BASIS, WITH NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT.

Initial:

1. I agree to **ASSUME ANY AND ALL RISKS** associated to and with the use of the firearm(s), including but not limited to: the use and discharge of firearms and accidental discharge of firearms.

Initial:

1. I understand that, pursuant to Nevada Revised Statute 202.254, I can only purchase a firearm from MGV after I have been subjected to a background check from a licensed dealer as defined under Nevada Revised Statute 202.2535. I also understand that the licensed dealer may charge a reasonable fee for conducting the background check and facilitating the firearm transfer between myself and MGV. I understand that this fee is separate from the purchase price of the firearm(s).

Initial:

1. I understand and agree that any purchase I make is solely my responsibility and neither MGV, nor any of its owners; officers; directors; members; sponsors; agents; employees; instructors; Affiliated Entities; assigns; and successors in interest may be held responsible for any loss or damage due to misplacement, loss, theft, criminal or negligent acts of others, or for any other cause.

Initial:

1. MGV reserves the right, but are not obligated, to limit the sales of its products or services to any person, geographic region, or jurisdiction as permitted by law, including those who do not pass the universal background as required under Nevada Revised Statute 202.2541. MGV may exercise this right on a case-by-case basis. MGV reserves the right to limit the quantities of any products or services that MGV offers. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of MGV. MGV reserves the right to discontinue any product at any time. Any offer for any product or service made on this website is void where prohibited. MGV does not warrant that the quality of any products, services, information, or other material purchased or obtained by me will meet my expectations, or that any errors in the service will be corrected.
2. I, and on behalf of my representatives, heirs, agents, assigns, beneficiaries, executors and administrators do **HEREBY ABSOLUTELY AND UNEQUIVOCALLY AGREE TO FOREVER RELEASE, INDEMNIFY, DISCHARGE, COVENANT NOT TO SUE, SAVE AND HOLD HARMLESS** MGV and its owners; officers; directors; members; sponsors; agents; employees; instructors; Affiliated Entities; assigns; and successors in interest; from any claim, demand or liability (whether claimed by myself, my representatives, heirs, agents, assigns, beneficiaries, executors and administrators or another person or entity) which may arise now or in the future out of any loss, damage, injury or death which I may sustain, as well as any unexplained circumstances or damage which may befall me.

**I VOLUNTARILY ASSUME ALL SUCH RISKS FOR MY FAMILY MEMBERS, REPRESENTATIVES, HEIRS, AGENTS, ASSIGNS, BENEFICIARIES, EXECUTORS, ADMINISTRATORS, AND MYSELF.**

Initial:

1. I, on behalf of myself, my representatives, heirs, agents, assigns, beneficiaries, executors and administrators and all my family members, agree to **INDEMNIFY AND HOLD HARMLESS** MGV and its owners; officers; directors; members; sponsors; agents; employees; instructors; Affiliated Entities; assigns; and successors in interest, for any and all damages caused by my use of and discharge of the firearm(s) which would include, but not be limited to, expenses, loss, liabilities, damages or personal injuries caused by my negligence and/or the negligence of minors, or other persons that I allow to utilize the firearm(s), and attorney fees and costs to defend any and all claims brought against MGV, its owners, officers, directors, members, sponsors, agents, employees, instructors, Affiliated Entities, assigns and successors in interest resulting from my purchase of the firearm(s).

Initial:

1. **I HAVE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT MY LEGAL RIGHTS, INCLUDING MY RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR MY CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

Except where prohibited by law, as a condition of purchasing a used firearm from MGV, I agree that any and all disputes, claims and causes of action (collectively, "Claim") arising out of or connected with the purchase of a used firearm(s), shall be resolved individually, without resort to any form of class action, exclusively by binding arbitration under the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator selected by agreement of both parties or by an independent mediator if the parties are unable to agree. I understand the parties shall split the arbitration and/or mediator costs. I understand an award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of Nevada, County of Clark. I understand the parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of Nevada, County of Clark. In the event that MGV is successful in whole or in part in any action or proceeding against me related to or arising from this Release and Waiver, I shall be responsible for MGV’s attorneys’ fees and costs.

Initial:

1. I understand I may only resolve disputes with MGV on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

Initial:

1. I agree that these terms shall be governed by and construed in accordance with the laws of the State of Nevada, excluding its conflict of law rules. I further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in Clark County, Nevada, for any injunctive and/or equitable relief.

Initial:

1. I understand that the provisions of these terms are intended to be interpreted in a manner which makes them valid, legal, and enforceable. In the event any provision is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable. I understand and agree that between the parties that such modification or restriction may be accomplished unilaterally by MGV, or alternatively, by disposition of an arbitrator or a court of law. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from the terms of this release and waiver without affecting the validity, legality or enforceability of any of the remaining provisions.

Initial:

By my signature below, I certify that I read, understand and agree to the terms and conditions of this Release and Waiver. It is intended that this Release and Waiver be valid in perpetuity upon my signature of this document, for now and any time in the future.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Nevada and that if any portion thereof is held invalid, it is agreed that the remainder of this agreement shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

Print Name:

Signature:

Date: