



## **XM42 SERIES RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

I have agreed to purchase and/or receive a model of the XM42-Lite or XM42-Modular flamethrower from **K3 ARMORY**.

I understand and acknowledge that use of the XM42-Lite or XM42-Modular may result in injury or even death. In recognition of the inherent risks of the XM42-Lite or XM42-Modular, I confirm that I am physically and mentally capable of handling, operating, and/or using the XM42-Lite and/or XM42-Modular flamethrower products.

I also confirm that I have not been convicted of a felony, domestic violence or arson related crime. I further confirm that I will not permit anyone under the age of 18, or anyone over 18 who I do not believe is mentally capable, to handle, use, or operate the XM42-Lite or XM42-Modular.

I participate willingly and voluntarily and assume full responsibility for personal injury, accidents, or illness, including death. I also assume responsibility for damage to or loss of personal property as the result of an accident.

In consideration of the Activity provided, I, for myself and my heirs, personal representatives or assigns, do hereby waive, release, discharge, hold harmless, and indemnify K3 ARMORY, any related entities, and their members, managers, agents, employees, and volunteers (the "Releasees"), from any and all liability, claims, cause(s) of action, present or future, and waive any claims for economic damages, personal injury damages, emotional distress damages and all other damages arising from my handling and/or use of the XM42-Lite and/or XM42-Modular products even if they arise from or are increased as a result of the negligence of the Releasees.

This release and your purchase of the XM42 Lite or XM42-M Flamethrower shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia excluding any provisions of conflicts of laws which would cause the laws of another jurisdiction to apply. You agree and consent to, and agree not to challenge the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Virginia for resolution of all claims involving K3 Armory and arising out of or related to your purchase, assembly, storage, or use of the XM42 Lite and/or XM42-M Flamethrowers and related accessories.

Before you attempt to use the XM42-M or XM42 Lite flamethrower, you must read the [instruction manual](#) completely and watch the entire [instructional YouTube video](#). Answers to Frequently Asked Questions about the XM42 and flamethrowers can be found [here](#).

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT, AND I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I MAY BE WAIVING CERTAIN LEGAL RIGHTS. I UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.**

Customer Full Name (print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_