

BREACHPEN

KCSL LLC Waiver and Release from Liability

I, _____ (Breachpen User), or organization acquiring the Breachpen, have acquired the Breachpen for emergency cutting of metals as advertised and developed by KCSL LLC. I understand there are clear uses as defined in the manual, and methods to correct employment. I have been presented with mitigating support tools that ensure safe employment. I HEREBY FULLY ASSUME THE RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OF DAMAGE TO PERSON OR PROPERTY INHERENT IN, AND/OR IN ANY WAY CONNECTED WITH ATTENDING, PARTICIPATING IN, AND SPECTATING ON BREACHPEN USE, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHER PERSONS EXECUTING A SIMILAR WAIVER AND RELEASE FROM LIABILITY.

I will read the manual and watch the instructional video provided prior to use. If I neglect the instructions, I, and those associated with my use of the Breachpen, run the risk of experiencing a catastrophic event. These events are, but not limited to, uncontrollable fire, superficial to full thickness burns, impaired vision, puncture wounds, or choking. Those who agree with these terms and conditions are confirming they have received the proper instruction for safe use. In no event shall our company be liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, whatsoever arising out of or connected with the use or misuse of our products.

I understand and agree that this Agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims, or damages to him/her that have arisen or may have arisen from any matters, acts, omission, or dealings released in this agreement, may hereafter discover facts in addition to, or different from, those which he/she now knows or believes to be true, but it is his/her intention hereby, fully and finally and forever, to settle and release any and all matters, disputes, differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to those matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein, similar law or any state or territory of the United States. Said section provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

By signing below, the undersigned also waives any and all rights he/she may have, independently or on my behalf, in connection with my image or likeness on such photograph(s) and Likeness Rights, and consents to, joins with and ratifies all grants of permission, waivers, discharges, and releases set forth herein above.

I AGREE TO NOT BRING ANY CLAIM AGAINST RELEASES, which claims concern in any way death, injury, damage or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating Breachpen use, and/or which arise out of or are connected to in any way with my use of, or my presence at the facility, carelessness, or other acts of failure to act of those person or entities.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY. THIS PRODUCT IS NOT PROVIDED TO ANYONE UNDER THE AGE OF 21, THEREFORE THERE IS NO NEED FOR A SECTION REGARDING PARENT/GUARDIAN SIGNATURE.

Breachpen User _____ By _____ Date _____
(print name) (sign)