

## SHOOT SIG SERIES MEMBERSHIP TERMS AND CONDITIONS

The following Terms and Conditions shall apply to all SHOOT SIG SERIES Memberships. Any reference to "you" or "your" shall refer to the Member identified on the Membership account.

- 1. Membership Requirements. Member shall not be eligible to compete in SHOOT SIG SERIES Events, or redeem any other Membership benefits until: (1) the Member has submitted to SIG SAUER a completed waiver of liability; and (2) the payment for the Membership has been made in full. No Membership shall be granted if the Member does not pass a background check to SIG SAUER's satisfaction, or if, prior to completion of the above requirements, SIG SAUER learns that the Member is a person prohibited from purchasing, transporting, receiving, or possessing a firearm pursuant to 18 USC 922 or applicable state law. All Members must be citizens of the United States.
- 2. <u>Term.</u> All Memberships shall be effective for a term of one year from the date of purchase, unless earlier terminated pursuant to these Terms and Conditions.
- 3. All Sales Final; SIG SAUER's Right to Terminate. All sales of Memberships are final, may not be cancelled by Member for any reason, and are non-refundable. SIG SAUER may terminate any Membership at any time if, in its sole discretion, (1) it determines that any Member has violated these Terms and Conditions, any range or event rules, or the direction of SIG SAUER personnel while at any SHOOT SIG SERIES Event; (2) it determines that any Member has engaged in conduct, which in its sole discretion, is prejudicial to the welfare, good order, or character of SIG SAUER or is threatening, injurious, or destructive to SIG SAUER or any other persons at any SIG SAUER Events or Facilities; or (3) it determines that any Member is or has become a person prohibited from purchasing, transporting, receiving, or possessing a firearm pursuant to 18 USC 922 or applicable state law, by sending written notice to the Member. Termination or restriction of any Membership hereunder shall not entitle Member to any refund or other compensation.
- 4. <u>Changes in the Terms and Conditions.</u> SIG SAUER reserves the right to add, eliminate, or change any of these Terms and Conditions at any time, and from time to time, at its sole discretion. Such changes shall be effective on the date such revised Terms and Conditions are posted to SIG SAUER's website, or otherwise communicated to Members, whichever is earlier.
- 5. Membership Benefits; Changes in the Membership Benefits. Information regarding Membership benefits can be found at shootsig.com. All Membership benefits shall only be valid for the duration of the Membership, and must be used within the Term. Any unused benefits after termination or expiration of Membership shall be forfeit. SIG SAUER reserves the right to add, eliminate, or change any published Membership benefit at any time, and from time to time, at its sole discretion. Such changes shall be effective on the date such revised Membership benefits are posted to SIG SAUER's website, or otherwise communicated to Members, whichever is earlier. Additional Terms and Conditions may apply to certain Membership Benefits, including but not limited to raffles and events.
- 6. <u>No Guarantee</u>; <u>Discontinuation of Program.</u> Member acknowledges and agrees that SIG SAUER provides no guarantee that any minimum number of SHOOT SIG Series events will be held per year, or that any SHOOT SIG Series event shall be held at a time or location that is convenient for or local to Member. Member further acknowledges and agrees that SIG SAUER shall have the right to discontinue the SHOOT SIG Series at any time, and for any reason, in its sole discretion.



- Range Rules. All Members shall be required to abide by all range or event rules, and any other
  rules or directions as may be provided or communicated by SIG SAUER personnel, at all times
  while at SHOOT SIG SERIES Events. Failure to do so may result in termination or restriction of
  Membership.
- 8. <a href="Proficiency Test">Proficiency Test</a>; Safe Handling. Prior to participation in any SHOOT SIG Series Event, Member shall be required to demonstrate their ability to safely handle any firearms or and/or other equipment that Member will be using during such participation. Member shall only be required to demonstrate safe handling once, and such demonstration shall be conducted at the first event that Member chooses to attend. SIG SAUER reserves the right to remove any individual from participation in a SHOOT SIG SERIES Event if in its discretion it determines that an individual cannot safely participate, or engages in any actions that are unsafe in nature.
- 9. <u>Age Restrictions.</u> Participants in SHOOT SIG SERIES Events between the ages of 10-13 shall be restricted to the use of .22LR caliber firearms. Participants between the ages of 14-17 shall be restricted to the use of .22LR, 9MM, and .380 ACP caliber firearms.
- 10. <u>Compliance with Laws; Reporting of Violations.</u> All Members hereby agree that they shall remain apprised of, and in compliance with all applicable laws and regulation at all times when exercising their Membership privileges, and shall report any suspected violations of law or SIG SAUER's rules or policies during a SHOOT SIG Event to SIG SAUER immediately.
- 11. <u>Injury and Accident Reporting.</u> If a Member experiences, or becomes aware of any incident at a SHOOT SIG SERIES Event that results in injury to a person, or damage to SIG SAUER's or a third party's property, it shall immediately notify SIG SAUER of such occurrence.
- 12. <a href="Photographs and Video Recording.">Photographs and Video Recording.</a> All activities at SHOOT SIG SERIES Events may be photographed and/or recorded at any and all times. Members grant SIG SAUER and its agents, affiliates, and assigns the irrevocable right and authorization to use the Member's photo, video, or film likenesses for any legitimate purpose. Member further agrees that he or she shall not be entitled to any compensation for such use, and all such photos, videos, or recordings shall remain the property of SIG SAUER.
- 13. <u>No Ownership Interest.</u> Member hereby acknowledges and agrees that a Membership does not entitle Members to any rights or benefits other than those associated with their Membership described at shootsig.com, and that Membership does not constitute any lease or other interest in real property, or any ownership interest in, or ability to bind, SIG SAUER, Inc., in any manner.
- 14. <u>Not Transferable.</u> Memberships are non-transferrable and non-refundable, and cannot be sold or proxied. You may not, voluntarily or by operation of law, assign or otherwise transfer or encumber your Membership or any part thereof.
- 15. Assumption of the Risk. YOU ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE SHOOT SIG SERIES INVOLVES THE USE AND DISCHARGE BY YOU AND OTHERS OF PISTOLS, RIFLES, AND OTHER FIREARMS, WHICH ARE POTENTIALLY DANGEROUS ACTIVITIES. YOU ACKNOWLEDGE AND AGREE THAT THOSE ACTIVITIES INVOLVE CERTAIN RISKS AND EXPOSURE TO BODILY INJURY OR DEATH, WHICH RISKS AND EXPOSURE YOU VOLUNTARILY ASSUME BY BECOMING A MEMBER AND PARTICIPATING IN SHOOT SIG SERIES EVENTS. IN CONSIDERATION OF THIS MEMBERSHIP AND PARTICIPATION IN THE SHOOT SIG SERIES, YOU HEREBY ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES, LOSSES, OR DAMAGES SUSTAINED OR INCURRED BY YOU, RESULTING FROM OR ARISING OUT OF ANY ACTIVITY AT A SHOOT SIG SEREIES EVENT, AND RELEASE IN FULL, COVENANT NOT TO SUE, AND FOREVER DISCHARGE SIG SAUER, ITS



OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ASSIGNS, AND AFFILIATES, WHETHER ACTING OFFICIALLY OR OTHERWISE, ON BEHALF OF YOURSELF, YOUR FAMILY MEMBERS, YOUR HEIRS, EXECUTORS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES, FROM AND AGAINST ANY ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR ANY INJURY, DEATH, PROPERTY DAMAGE, LOSS, CLAIM, OR LIABILITY RESULTING FROM OR ARISING OUT OF ANY ACTIVITY AT A SHOOT SIG SERIES EVENT.

- 16. <u>Indemnification</u>. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless, SIG SAUER, its director, officers, employees, agents, assigns, and affiliates (the "Released Parties") from and against any and all claims, liabilities, damages, losses, injury, death, costs, and expenses (including reasonable attorneys' fees), including but not limited to amounts paid in satisfaction of judgments, compromises, settlements, fines, and penalties, that are incurred by SIG SAUER and arise out of or relate to the exercise of the Membership Benefits, or any act, omission, or violation by you, or anyone claiming to be acting under your direction or control or on your behalf at a SHOOT SIG SERIES Event, whether or not there exists any degree of fault or negligence on the part of the Released Parties in relation to any indemnified matter. This indemnification, defense, and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be unenforceable and void only to the minimum extent necessary so that the remaining terms of this indemnification, defense, and hold harmless provision may be within public policy and enforceable. The provisions of this section shall survive any termination or expiration of a Membership.
- 17. <u>Notices.</u> All notices regarding your Membership and Membership status shall be delivered via email to the email address of the Member on file. All notices shall be deemed delivered at the close of business on the date such notice is sent by SIG SAUER.
- 18. <a href="Entire Agreement">Entire Agreement</a>. These Terms and Conditions, in combination with the description of Membership Benefits available at shootsig.com, constitute the sole and entire agreement between you and SIG SAUER with respect to the Membership. You acknowledge that there have been no other promises, warranties, or representations, either express or implied, pertaining directly or indirectly to the Membership which are not contained herein, or in the description of Membership Benefits.
- 19. <u>Waiver.</u> Any delay or failure of SIG SAUER to enforce these Terms and Conditions, require performance, or insist upon strict compliance with these Terms and Conditions, shall not constitute or be deemed a waiver of any such term or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of these Terms and Conditions by SIG SAUER shall be valid unless in writing and signed by an authorized SIG SAUER representative.
- 20. <u>Force Majeure.</u> SIG SAUER shall not be deemed liable or deemed to be in default for any delay or failure in performance that is deemed to result from, directly or indirectly, acts of God, civil or military authority, acts of public enemy, war, pandemic, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by its employees, or any other similar cause beyond the reasonable control of SIG SAUER.
- 21. <u>Severability.</u> If any term or provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall have no effect on



- any other term or provision herein, or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 22. <u>Governing Law; Choice of Forum.</u> All Memberships, and these Terms and Conditions, and any matters arising out of or related to a Membership, are governed by, and shall be construed in accordance with, the laws of the State of New Hampshire, without regard to the conflict of laws provisions thereof. You hereby irrevocably agree that any claim or proceeding brought against SIG SAUER in relation to your Membership shall only be brought in the courts of the State of New Hampshire, or the federal District Court for the District of New Hampshire.