StressX User Manual and Waiver WARNING: MUST READ!

ALL USERS OF STRESSX ELECTRICAL DISCHARGE DEVICES MUST READ AND AGREE WITH THE FOLLOWING CONDITIONS PRIOR TO USING ANY STRESSX DEVICE. IF YOU DO NOT AGREE WITH THE FOLLOWING, DO NOT USE THE PRODUCT IN ANY WAY.

It is the responsibility of the USER of the StressX product to ensure that they must first read and agree to the conditions stated in this document. You must read and understand the warnings and risks associated with StressX.

1. StressX electrical shocking devices are designed to be used as a training tool only. Although they are not designed to cause serious injury or incapacitation, the fact that they emit an electrical shock means they do carry risk. It is impossible to predict how each individual will react to the device. While medical evidence supports the use of high voltage, low amperage devices as being safe, those choosing to train with StressX products accept risk of injury or even possible death from unforeseen individual susceptibilities.

2. StressX devices can cause muscle contractions or reflex reactions which may result in injuries to bones, muscles, tendons, ligaments and joints.

3. StressX devices cause both physical and psychological pain which can be stressful and may cause psychological injury in some people.

4. Repeated exposure with the StressX device in the same location may cause redness, marks, burning and in extreme cases, scarring that may be permanent.

5. Sparks from StressX devices can ignite flammable liquid or gas. Do not use the StressX around any flammable material. Ensure any inert or chemical spray products being used in conjunction with training are not flammable and can not be ignited by spark. This includes flammable gas products used to charge airsoft weapons.

6. The StressX electrical charge should NEVER be applied to the groin, spine, upper torso, legs, face or neck area. NEVER touch the electrodes with the hands or fingers.

7. No minor, youths, or anyone under the age of 18 years should be allowed to train with or be exposed to any StressX devices.

8. If you have a condition or pre-existing injury that you believe may be aggravated by StressX training, advise your instructor immediately and do not participate in StressX device training.

9. Read all directions and associated cautions for any laser systems used in conjunction with the StressX system.

10. NEVER touch the electrodes located on the StressX with your hands or fingers. Touching electrodes with different extremities can create a large pathway for an electrical charge to travel through the body and may put certain individuals at risk of bodily harm or even death.

LIABILITY RELEASE / AGREEMENT NOT TO SUE!

In consideration of using the StressX[™] device during training and/or exposure, I acknowledge and agree to the following:

1. I have read the attached stated Warnings, Cautions and Risks Associated with StressX products. I understand and acknowledge that my participation in any games utilizing a StressX device or any exposure to a StressX device is by volunteer only. I chose to voluntarily participate in StressX device training and/or exposure, understanding that I assume all risks of bodily injury whether physical or psychological that may occur.

2. I acknowledge and intend this form to be legally binding upon me, my heirs, executors, employers or any other party of interest and I am acknowledging that I waive, release any instructor, monitor, agency, business, associated with StressX device training including Frontline Paintball Inc., Easter Seals, Predator Games, irTactical, StressX Inc. and all of their sales agents, distributors, directors, owners and employees from any claims, demands, suits, rights and cause of action of any kind and nature, arising from and by reason of StressX device training or exposure that results in any physical or psychological injury, including death.

3. I understand that by agreeing to this form I have read the entire form and have chosen to participate in StressX device training and/or exposure; I understand that by reading this form I am releasing any instructor, monitor, agency, business, associated with StressX device training including Frontline Paintball Inc.. Easter Seals, Predator Games, irTactical, StressX Inc. and all of their sales agents, distributors, directors, owners and employees from any and all legal and civil action or claims; I understand that by reading this form I am agreeing and promising not to sue: I also understand that by agreeing with this form, I am giving up certain legal rights including the right to recover damages in case of injury; I agree that I have read and understand this entire Form; I understand that by agreeing to this Form I am giving up certain legal rights including the the type agreeing to this Form I am giving up certain legal rights including the type agreeing to this Form I am giving up certain legal rights including the type agreeing to this Form I am giving up certain legal rights including the type agreeing to this Form I am giving up certain legal rights including the type agreeing to this Form I am giving up certain legal rights including the right to recover damages in case of injury; and I agree to accept all the stated conditions and terms of this form.

IF YOU DO NOT AGREE TO THE ABOVE CONDITIONS, PLEASE RETURN THE UNUSED STRESSX PRODUCT FOR A FULL REFUND. IF THE STRESSX PRODUCT IS NOT RETURNED UNUSED, THEN IT IS ASSUMED THAT THE USER HAS UNDERSTOOD AND AGREED WITH THE CONDITIONS OF THIS FORM. PARTICIPANTS ARE ENCOURAGED TO HAVE THIS FORM REVIEWED BY AN ATTORNEY OF THEIR CHOSING BEFORE AGREEING TO THE FORM.

General Warnings

1.Read this waiver in its entirety before using the StressX belt.

2. The StressX belt should be cleaned only as recommended by the manufacturer and in accordance with the water and moisture warnings stated in this manual.

3.Do NOT submerse the StressX Belt in water.

4.Do NOT attempt to service the StressX Belt other than regular maintenance stated in this manual.

All servicing should be referred to StressX Inc or irTactical.

5. Certain electronics that are part of the StressX system are designed to be permanently sealed inside for the life of the product. Do NOT open or attempt to open any electrical components of the StressX. Doing so is dangerous and will void the warranty.

6. The StressX is designed to be used at room temperatures between (4.4°C to 29.4°C). Do NOT use in extreme high or extreme low temperatures.

7. Do NOT store near flammable material.

8. NEVER touch the electrodes of the StressX with the hands or fingers.

PLEASE READ CAREFULLY

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

| Signed this | day of, 20 | Telepł | none # |
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| ч | ¥ | ы | |
| Witness Signature | Witness Name (Please Print) | | Signature of Adult Participant if 19 years or older |
| | | ы | |
| Participant's Street/Mailin | ng Address | (Please Print Players Name clearly) ** | |
| | | У | |
| City | Postal Code | Signature of Parent/Guardian (if participant is less than 19 yrs) | |
| | | ۷ | |
| B-Day (MM/DD/YYYY) | Email Address (I want to be kept informed) | Print | Parent/ Guardian's Name |

WAIVER AND RELEASE OF LIABILITY FORM (ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT) By signing this document you will waive certain legal rights, including the right to sue

ASSUMPTION OF RISK:

1) I, the undersigned, wish to play <u>Operation Outbreak</u>, I recognize and understand that playing <u>irTactical Laser Tag</u> (hereinafter called the "Game") involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the Game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.

2) Despite these and other risks, and fully understanding such risks, I wish to play the Game and hereby assume the risks of playing the Game. I also hereby hold harmless Frontline Paintball Inc. o/a Frontline Action, Newfoundland Broadcasting and Easter Seals of Newfoundland and Labrador (herein after called the "SPONSORS") and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of any and all equipment used in the Game. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors that I am in good health and do not suffer from a heart condition or any other ailment which could be exacerbated by the exertion involved in playing the Game, I further certify that I am at least 19 years of age or I am the parent or legal guardian of the player of the Game and I agree to the next paragraph 3. 3) If the applicant is less than 19 years of age, the parents or guardians must execute the following release of liability, waiver of claims and indemnity agreement. The undersigned parent or parent having sole custody, or legal guardian, does hereby represent that he or she is, in fact, acting in such capacity, and agrees to save and hold harmless and indemnify each and all the sponsors and releasees referred to in this document from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any defect in or the lack of the minor's capacity to so act, and I release the said parties on behalf of both the minor and the parents or legal guardian.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of myself or my child if younger than 19 years old participating in the Game, I hereby agree as follows:

1) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against <u>Frontline Paintball Inc. o/a Frontline Action</u>, their directors, officers, employees, agents, Sponsors and representatives (all of whom are hereinafter collectively referred to as " the Releasees");

2) TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the Game due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Game;

4) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

PLEASE READ CAREFULLY

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

| Signed this | day of, 20 | ^ม Telephone # | |
|-------------------------|---|---|-------------|
| Witness Signature | Witness Name (Please Print) | t) Signature of Adult Participant if 19 years or o | |
| Participant's Street/Ma | iling Address | (Please Print Players Name clear | ly) ** |
| City | Postal Code | Signature of Parent/Guardian (if participant is less than I | 19 yrs old) |
| B-Day (MM/DD/YYYY) | Email Address (I want to be kept inform | ned) Print Parent/ Guardian's Name | |

PLEASE READ ABOVE CAREFULLY! IMPORTANT TO BE FILLED OUT *

VIDEO/ PHOTO CONSENT FORM: ADULTS/ LEGAL GUARDIANS

I give permission to Frontline Action and Operation Outbreak to use my or my child's Name, Testimonial and Video/ Photographs in publications, social media and advertisements produced by or for Frontline Action. Yes Ves Ves No D

I understand that these publications will also be placed on web sites managed by Frontline Action and LaserTag for public relations and advertising purposes. I also give permission for Frontline Action to use the above information relating to me in any **future** publications and websites produced by or for Frontline Action for public relations and advertising purposes for a period of five (5) years. **Yes** \square **No** \square