

BLACKPOINT ENGINEERING, L.L.C.
WAIVER, HOLD HARMLESS, AND RELEASE AGREEMENT

I, _____, hereinafter called, "Purchaser", the Purchaser of any product
(purchaser name printed legibly)

manufactured or represented by Blackpoint Engineering, L.L.C., d/b/a JCS Jet City Specialties®, hereinafter called, "Seller", and Sellers' owners, lenders, affiliates, agents, or manufacturers; as of the date of this document, as hereinafter set out, the Purchaser represents to Seller: I, Purchaser, have read and understand all warnings, liabilities, and warranties of the product(s) offered by Seller; and if I resell, loan, gift, or otherwise transfer ownership of the purchased product(s), Purchaser will transfer with the product(s) all written information, warranties, and warnings in original form as received by me as the original Purchaser; and unless subsequent persons or entities also sign an agreement with the Seller, I, Purchaser, remain responsible for the product(s).

LAWS: I, Purchaser, am above the age of 18 and do not know of any local or state laws that would prohibit me from purchasing or owning the products. I agree that I am responsible for any legal cause of action arising from my purchase of products from Seller; and any such action shall be under the jurisdiction of the laws of the State of Indiana, in the United States of America. I understand removing any warning stickers or protective markings will violate applicable federal law and product warranty. I also understand that if I modify or alter the product, safety features, or fail to properly maintain the product, I assume full liability therefor. I understand that federal law states the use of any look-alike gun in the use of a crime carries the full ramifications of a real gun.

RISK: I, Purchaser, know there is a risk of injury from owning and using the product; this risk applies to myself or anyone using the product with or without my consent; the risk includes the potential for permanent injury, disability, or death; and while protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist to myself and others, for which I, Purchaser, accept full responsibility; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE caused directly or indirectly by myself or others.

HOLD HARMLESS AND RELEASE: I, Purchaser, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Blackpoint Engineering, L.L.C., d/b/a JCS Jet City Specialties®, its' owners, affiliates, agents, or manufacturers, the owners and lessors of premises or equipment used to conduct or manufacture these products, their officers, officials, agents and employees ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, or which is the result of gross negligence and/or wanton misconduct. Purchaser further agrees to waive all causes of actions directly or indirectly, by purchase or use of the product, and hold harmless the Seller, and Sellers' affiliates, and herein forever releases the Seller, and Sellers' affiliates, from any and all claims that might arise now, or in the future, resulting from any transaction with the Seller. Should a legal cause of action arise, the Purchaser agrees to defend Seller, and Sellers' affiliates, and hold harmless, and forever release the Seller, and Sellers' affiliates, from any and all legal liability related thereto.

WARRANTY, RETURN, AND SHIPPING: I, Purchaser, understand the Sellers' warranty for Seller manufactured paintball products is 365 days and the warranty for Seller manufactured motorcycle products is 90 days, and that I have read and understand the product warranty relating to my purchase. I understand that closeout products are AS IS and not refundable. I understand all upgraded or custom products are under the same warranty, but cannot be refunded. I understand that it is my responsibility to update Seller of any address change so Seller can inform me of product updates, recalls, or safety issues unknown at the time of sale. I understand that if I am not satisfied with a product purchased from Seller, I may return the product, within fourteen (14) days of receipt, in unused, unfired (if applicable), and unaltered condition; and that the original packaging, box, and contents must accompany the product. Upon Sellers' examination and acceptance of a returned product, the Purchaser shall have the option of refunding the price of the product less a 10% re-stocking charge and less any shipping charges from or to the Seller. I also understand that refunds are made in the same form of payment used to purchase the product (Credit Card, etc.), less the restocking and shipping charges. I understand that it is my responsibility to ask and pay for insured shipping. I will not make any claims against Seller for lost shipments due to the shipping carrier. I will make all claims against lost shipments with the shipping carrier, including shipments stolen from my delivery address.

SIGNATURE: I understand that payment will not be accepted, nor will product be shipped, without this completed form and enlarged photocopy of my drivers license to the satisfaction of Seller. I understand that if I have any questions I may call 574-642-3153 for more information. I state that I am a legal person or entity, and I am duly authorized to execute this purchase and agreement. I, PURCHASER, HAVE READ THIS WAIVER, HOLD HARMLESS, AND RELEASE AGREEMENT; AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

"Purchaser" _____ Date _____
Signature _____ Print Legibly _____

Street Address _____ (PO Boxes NOT accepted.)

City _____ State _____ ZIP Code _____

Driver's License Number _____ State of Issue _____

Date of Birth _____ Telephone _____

Fax this agreement and enlarged drivers license photocopy to: 574-642-3230. If the information is not legible by fax, we will ask you to mail it to: Blackpoint Engineering, LLC, 65695 U S 33, Goshen, Indiana 46526.