

Regroupement Taktik Inc. (Taktik Airsoft)

Air gun / Firearm Purchase, Ownership, and Use Waiver

1.0 PRINCIPLE :

Regroupement Taktik Inc. (Taktik Airsoft) (in the present document listed as **Taktik Airsoft**) is a commercial retail entity dedicated to the sale of quality **air gun / firearm products and accessories**.

1.1 **Taktik Airsoft** agrees to furnish the consumer with quality products (in the present document the term *products* is meant to encompass both air gun / firearm products and accessories) to the best of it's abilities and in accordance with Canadian, provincial and municipal regulations, ordinances and law.

1.2 In order to purchase any air gun / firearm product from **Taktik Airsoft**, you (in the further text referred to as *the consumer*) must be 18 years of age or older.

1.3 In order to process your order, we must have in-hand, the **Consumer Information Form** completed and signed by you so as to verify all requested informations.

You (*the consumer*) must also agree to the following **Terms and Conditions** before you purchase and use this air gun / firearm product.

Note : Under no circumstance can we, or will we sell to minors (persons under 18 years of age)

TERMS AND CONDITIONS WAIVER AND RELEASE AGREEMENT

CONSUMER RESPONSIBILITIES :

By signing this waiver, the consumer states the following :

2.0 **I am 18 years of age or older** and am informed and aware of the standards and contents of any local, provincial and federal laws governing the purchase, ownership and use of the air gun / firearm products under consideration and that there is no legal ruling, criminal record, restraining order or other legal document that prohibits me from purchasing, owning or using the products herein.

2.1 I am **accepting full responsibility** for the safe, sensible and lawful use of the air gun / firearm products in accordance with Canadian and other pertinent laws and regulations.

2.2 I am stating that should I lend or in any other manner provide the air gun / firearm products to **another person 18 years of age or older**, that I accept full responsibility for the safe, sensible and lawful use of the air gun / firearm products in accordance with Canadian and other pertinent laws and regulations.

2.3 I am stating that should I lend or in any other manner provide the air gun / firearm products to **another person under 18 years of age**, that I accept full responsibility for the safe, sensible and lawful use of the air gun / firearm products in accordance with Canadian and other pertinent laws and regulations.

That I will obtain **parental permission and consent** (parents or legal tutor) in a written and signed legal document (affidavit)

That I am taking full legal responsibility requiring the consumer to **inform** the person under 18 years of age of the requirements stipulated in the purview of all the safety rules, regulations and laws provided by the manufacturer and Canadian law.

Note : The consumer is therefore responsible for the air gun / firearm products, their control, use and possible misuse.

RETAILER RESPONSIBILITIES / LIABILITIES :

3.0 Neither **Taktik Airsoft** nor our agents or affiliates are to be held responsible or legally liable for actions due to the owning, use, storage, transport, actions causing bodily harm injury or death, actions following the sale or other situations involving the air gun / firearm products that **the consumer purchases, owns, uses or misuses**.

3.1 **Taktik Airsoft** reserves the right to deny service if any portion of this form (*Terms and Conditions*) is left blank or invalid. Neglecting to do so will result in a **denial of service**. Without this document in hand, under no circumstance can we or will we sell the consumer an air gun / firearm product.

SAFETY CONCERNS :

4.0 You (the consumer) understand that **removing or altering** any stampings, warning stickers, paint markings or other identification made to comply with local, provincial or federal law is prohibited.

4.1 You (the consumer) understand that local, provincial and federal laws state that the use of a air gun / firearm, weapon replica, look-a-like or toy firearm in the **commission or attempted commission of any crime carries the full ramifications of using or attempting to use a real firearm or weapon**.

4.2 You (the consumer) have **read and understood** all the warranties, warnings, safety procedures, responsibilities and liabilities attached to these products offered by **Taktik Airsoft**.

4.3 You (the consumer) realize that there are **inherent dangers in the using of a Li-polymer battery**, the charging and discharging the Li-polymer battery, the using of Airsoft AEG and the shooting of the Airsoft AEG and other related activities.

4.4 You (the consumer) also recognize that **mortal or serious personal injuries and property damage**, including (but not limited to) physical strain, cuts, burns, inhalation of hazardous substances and / or exposure to visible and invisible radiation that may occur, due to **your** participation in such activities.

RELEASE AND DISCHARGE AGREEMENT :

5.0 In this context, **the consumer assumes full responsibility for the risk** of personal injury, death and property damage due to his or her own negligence and / or fault, the negligence and / or fault of other implicated parties and / or due to the condition of the premises on which the activities will take place, whether such negligence, fault, and / or condition of the premises is present at the signing of this agreement or takes place in the future.

5.1 You (the consumer) hereby release **Taktik Airsoft** and all of their officers, directors, members, managers, partners, employees and volunteers (collectively : the *parties released by this document*) from **all claims, demands, actions, rights of action or other legal rights to claim compensation for any loss or injury** which you may sustain as a result of your negligence or fault, the negligence or fault of other implicated parties or due the condition of the premises or any other cause whatsoever, whether loss or injury occurs while participating in, going to or coming from such activity.

5.2 In compliance with the spirit of this document :
You (the consumer) agree to **recognise and hold all parties released by this document exempt from any such claims or demands**. You expressly agree that this *Waiver and Release Agreement* is intended to be as broad and inclusive as permitted by the laws of Canada and of any other province wherein such activities may occur.

5.3 This document contains and embodies the entire agreement and understandings between the parties concerning the subject matter hereof. Should any portion of this *Waiver and Release Agreement* be deemed invalid, the remainder shall continue in full force and effect.

5.4 Furthermore, you (the consumer) hereby state that all questions have been answered to the best of your knowledge and that you hold **Taktik Airsoft** and its agents and affiliates to be **sheltered from** any and all legal actions arising from the purchase, ownership and use of said products **from or through** Taktik Airsoft.

ASSUMPTION OF RISKS :

6.0 There is a serious risk of personal injury, death or property damage arising from the use or misuse of these products. By using these products, you (the consumer) agree to freely accept and fully assume all such risks and consequences.

EXCLUSION OF LIABILITY :

7.0 In consideration of granting you (the consumer) the limited warranty set out herein, **neither Taktik Airsoft nor its officers, directors, employees, agents, successors, resellers, distributors and dealers (collectively : the *parties released by this document*) shall be held liable for any loss or damage whatsoever**, whether general, direct, indirect, special, incidental, consequential, punitive, aggravated or exemplary and whether resulting from ordinary or gross negligence on the part of the consumer and other related parties.

7.1 **Nor shall the *parties released by this document* be held liable due to a breach of contract or a breach of any statutory, regulatory or common law duty** and whether such loss or damage is caused to or by this product or by any other product, due to any incompatibilities between them or by defects or malfunctions in connection with the use of this product (even if both or the *consumer* and the *parties released by this document* are advised of the possibility of such loss)

7.2 In the present, you (the consumer) agree to exempt the *parties released by this document* of any liability, damages, legal costs, fees, disbursements, expenses, or any other costs whatsoever, arising out of any claims, suits, or actions brought by a third party against the *parties released by this document* or in **any situation in which the third party claims to have suffered loss or damage that was caused by, contributed to, or related in any way to the use or misuse of this product.**

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Consumer Information Form:

YOUR SIGNATURE
INDICATES THAT YOU HAVE READ AND AGREE TO THE ABOVE.

Full Name : _____

Address : _____

City : _____

Province : _____

Postal Code : _____

Country : _____

Proof of Identity - Type and number : _____

Date of Birth : _____, _____, _____ (month) (day) (year)

Phone # : (____) _____ - _____

Email Address : _____

Signature : _____

IMPORTANT NOTICE :

Please always follow these Operating Precautions:

1. **Never leave this airsoft product loaded**
(magazine, BB, battery, compressed piston or gas)
2. **Do not brandish, display or use this airsoft product in public**
as this may cause confusion and may be considered a crime.
3. **Never point or display this airsoft gun to law enforcement personnel**
as this may result in serious even fatal consequences.
4. **Always transport this airsoft gun in a gun bag or other concealing device**
so as to keep it hidden from public view.
5. **Never point this airsoft gun at any human or animal**