

Terms & Conditions^{Copyright}

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Waiver:

1. I HEREBY ACKNOWLEDGE that I have voluntarily applied to enter onto and/or to engage in and/or to observe shooting and other activities with Guardian Arms Consulting LLC. I further acknowledge and understand that “shooting and other activities” includes any and all activities of all

kinds whatsoever in which I can engage in or observe while at the Company, whether sponsored by the Company or any other person or entity.

2. I ACKNOWLEDGE AND UNDERSTAND that shooting and any associated aspects thereof, is a sport and/or recreational activity with inherent risks. Shooting, all other activities related thereto, including but not limited to use, observation, or participation involve both known and unknown risks, which could result in damage or destruction to my property or property of others, and physical or emotional injury, including, but not limited to, personal injury, partial or total loss of eyesight or hearing, paralysis or death to myself or others. The risks include, by way of example and not limitation, whether by myself or others, being shot, burnt, cut, inhalation or other harmful contact with lead, brass, gunpowder, cleaning solvents, and other contaminants, and being struck by flying or falling objects. I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities, and so I accept those risks and the consequences in return for being allowed to enter the Company, enter onto the Range, and participate or observe shooting and other activities at the Company.

3. I FURTHER ACKNOWLEDGE AND UNDERSTAND that the nature and condition of the Range and other Company facilities, premises and environment is such that both known and unanticipated risks and hazards exist, which create or contribute to both known and unanticipated risks inherent in entering the Company, in entering onto the Range facilities, and in engaging in or observing shooting or any other activities of any kind whatsoever while at the Company. I understand that such risks and hazards cannot be eliminated without compromising the essential qualities of the Range and other Company facilities, equipment, premises and environment. I acknowledge and understand that neither the Company nor any of its managers, members, shareholders, officers, directors, partners, agents,

representatives or employees has a duty to undertake first aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

4. I FURTHER ACKNOWLEDGE AND UNDERSTAND that neither the Company, Guardian Arms Consulting, LLC, owner of the property where the Company and Range are located, nor any of their respective subsidiaries, managers, members, shareholders, officers, directors, partners, agents, representatives and employees makes any representation or warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any of the facilities or equipment at the Company, including, but not limited to: the Range, firearms, ammunition, eye/hearing protection, and first aid supplies.

5. I FURTHER AGREE to assume all responsibility and liability for any negligent, reckless, intentional and/or criminal act or omission to act, for all of my guests at the Company. I understand that "Guests" included any person who is not a member of the Company who enters the Company, enters onto the Range, or uses the Range or other Company facilities, or who engages in or observes shooting and other shooting activities at the Company as a result of my express or implied invitation, permission or consent. I agree that I will ensure that each of my guests reads and signs an "Acknowledgement of Risk, Release and Indemnity Agreement."

6. IN EXCHANGE FOR MY ENTRY UPON THE PROPERTY AND/OR PARTICIPATION IN ACTIVITY, I AGREE NOT TO SUE, AND I RELEASE, FOREVER DISCHARGE, HOLD HARMLESS AND AGREE TO DEFEND the Company, Guardian Arms Consulting, LLC, owner of the property where the Company and Range are located, and each of their representative affiliates, subsidiaries, managers, members, shareholders, officers, directors, partners, agents, representatives, volunteers, and employees, successors and assigns; and the sponsors of any event at the Company and their affiliates, and each of their

respective subsidiaries, managers, members, shareholders, officers, directors, partners, agents, representatives and employees for, from and against any and all present and future liabilities, obligations, damages, losses, claims, costs or expenses of any kind whatsoever that may be made by me, my family, estate, heirs, guardians, representatives or assigns for property damage, personal injury or death arising as a result of me or my guests entering the Company, entering onto the Range, using Range facilities or equipment, or engaging in or observing shooting or other activities at the Range, even if such claims result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first aid or rescue operations or procedures by any of the Releasees. I understand and agree that none of the Releasees is responsible for any claim, if caused by his/her/its own negligence.

7. I AGREE TO INDEMNIFY AND DEFEND all Releasees from any and all claims, including but not limited to claims brought by me, my family, estate, heirs, guardians, representatives or assigns, any guest of mine, or any other person or entity making a claim as a result of the alleged actions or inactions of me or any guest of mine, even if such claim results partially or wholly from any act or acts, even negligent acts or omissions to act, including negligent or omitted first aid or rescue operations or procedures of any Releasee. This identification includes all expenses, including attorney fees incurred in the defense in any such claim, irrespective of how such claim is resolved, i.e., through litigation, mediation, or any other form in or out of court. It is my intent that no claim of any person or entity through me or my guests, or any other claims of any person or entity against me or my guests shall ever cause any of the Releasee to incur any expenses whatsoever.

8. I UNDERSTAND that amateur or commercial still video, videography and other motion picture photography may occur during my presence at the Company or on the Range and that I may be incidentally included in such photography. Should I wish to be excluded from such photography, I understand that it is my responsibility to be aware of the photography

activity and remove myself from the area or event being photographed. Absent such action on my part, I hereby grant the Company, its sponsors and beneficiaries, the right to use my photographic images in the promotion of the Company, or shooting sports in general, in accordance with accepted journalistic practice.

9. I FURTHER ACKNOWLEDGE AND AGREE that this agreement is intended to be as broad and inclusive as permitted by law and that if any provision or portion is held to be invalid, contrary to law, void or otherwise unenforceable, that such portion does not void any other part of this Agreement and that the remaining provisions or portions shall continue and remain in full legal force and effort.

10. I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the state of execution and shall be applicable to each and every occasion that I or any guest of mine enter into on the Range, use the Range facilities or equipment or engage in or observe shooting or other activities at the Range.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT NO OTHER INDUCEMENT, ASSURANCE OR GUARANTEE HAS BEEN MADE TO ME IN CONSIDERATION OF MY PURCHASING FROM Guardian Arms Consulting AND THIS AGREEMENT, WHICH I AGREE TO VOLUNTARILY AND OF MY OWN FREE WILL.

Governing Law

These Terms of Use, your use of the Online Services, all transactions through the Online Services and any claims arising out of or relating to the Online Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory), shall be governed by the laws of the United States

(including the Federal Arbitration Act) and the State of Arizona without regard to California's conflict of law provisions that would require the application of the laws of another jurisdiction

Arbitration of Disputes

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ONLINE SERVICES (EACH, A "DISPUTE"), WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT, WITH RESPECT TO ANY DISPUTE, (A) Guardian Arms Consulting AND YOU ARE EACH WAIVING THE RIGHT TO A COURT ACTION AND A TRIAL BY A JURY; (B) ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; (C) CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED; AND (D) YOU ARE GIVING UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (currently available online at <https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTAGE2021425&revision=latestreleased>), as amended by these Terms of Use. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these

Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state or local agencies and, if applicable law allows, they can seek relief against us for you.

Drills/Exercises:

Ryan can skip anyone in line at any time.

Cancellation/Return Policy

All merchandise sales are final.

All event/class sales are subject to the conditions below:

Payment for registration in a class/event must be received prior to the class/event.

If any event is canceled or rescheduled by Guardian Arms Consulting LLC, credit or a full refund will be offered to the participant. Guardian Arms Consulting LLC reserves the right to cancel or reschedule at any time.

WHAT IS THE Guardian Arms Consulting PAYMENT / CANCELLATION POLICY?

PAYMENT AT REGISTRATION:

It isn't right to register for a class and not show up. Guardian Arms Consulting

conducts its business through the filling of class spots and though we do realize that unavoidable conflicts sometimes arise, we have had to place into effect the following policy due to no call / no shows. We apologize for any inconvenience this may cause but students' failure to show up for classes, especially a full class costs Guardian Arms Consulting a great deal of money per year. We require each student to accept that they have read this policy to complete every registration: To ensure that all who sign up for a class with us understand our policies, students are required to check a box stating that they have read this policy.

A NON-REFUNDABLE tuition is required to register for every class. Though tuition is NON-REFUNDABLE, it is transferable only once. Class tuition is only good for the calendar year. Unused class tuition DOES NOT carry over to the next year. There MAY be additional Range/Venue Fees associated with a class cost.

Guardian Arms Consulting CLASS TRANSFERS:

If you contact us OUTSIDE 30 DAYS before a class start date, we will transfer your class tuition to another course of your choice. We will move a class tuition only ONCE (no exceptions). Please make sure you can attend a class before you register.

If you contact us WITHIN 30 DAYS from class start with a desire to cancel, tuition/deposit is forfeit. You are more than welcome to gift / give / sell your spot to someone who has the required prerequisites. IT IS YOUR RESPONSIBILITY TO SHOW FOR CLASS/HAVE A QUALIFIED PERSON SHOW IN YOUR STEAD. When you register for a Guardian Arms Consulting class, you make an agreement with us that you will be at class and we will have a spot waiting for you. We will always live up to the agreement we made. If you do not show up for class, your spot was still there but you were not. As such, there are no refunds issued because you could not live up to the agreement regardless of the reason.

REGARDING BEING LATE FOR A CLASS:

We know things happen in life that can make someone late to class. That being said, it is the student's responsibility to plan ahead to make sure that they are in place when their course is set to start. At Guardian Arms Consulting, **ALL STUDENTS MUST BE PRESENT** for our Safety and Medical Briefing that takes place shortly after class starts. **THOSE WHO ARE NOT PRESENT FOR THESE BRIEFINGS WILL NOT BE ABLE TO HANDLE FIREARMS AT OUR CLASSES.** This is non-negotiable in every sense of the word. Paying students that miss these briefings may attend class as observers only.

Any class canceled by Guardian Arms Consulting will result in a full refund of all monies to registered students.

WHAT IS REQUIRED TO TRAIN WITH Guardian Arms Consulting?

All of our course prerequisites can be found in each course description located in the courses section. At a minimum, all students must show up to class with a valid State-Issued Concealed Carry License (CPL/CCW/LTC/Etc), Law Enforcement Credentials, Active Military I.D. or a sworn and notarized statement that states the shooter is in good standing (email us for more on this option).

You must be willing to be a member of a team. We do not tolerate behavior that does not represent responsibly-armed citizens well. We include all Americans regardless of race, creed, skin color, sex, heritage, and any other descriptor. We also support the rights to life, liberty, and the pursuit of happiness for every

American that is protected by their inalienable right to self-defense as guaranteed by the Second Amendment.

YOU MUST BE A U.S. CITIZEN OR PERMANENT RESIDENT (GREEN CARD HOLDER) TO TRAIN WITH Guardian Arms Consulting (Unless the class is hosted by your country in your country)

(While you do not need to speak English fluently to take a Guardian Arms Consulting class, you MUST have a complete understanding of the English language to attend ANY firearms classes.)

Guardian Arms Consulting also requires that all shooters KNOW, UNDERSTAND and APPLY the safety rules of Responsible Gun Handling PRIOR to attending any course. We only teach responsible students. You will be held to that standard. There is absolutely zero tolerance at our classes (and around us at any time for that matter) for anyone to be irresponsible with firearms and there are no excuses that we will accept as to why someone might be irresponsible and uncontrolled with a firearm. PERIOD. Violations of these rules at any time will result in a student being removed from class and without refund of tuition.

The Safety Rules of Responsible Gun Handling are:

- 1. KNOWING THE CONDITION OF MY FIREARM**
- 2. I WILL KEEP MY FINGER OFF THE TRIGGER AND OUTSIDE THE TRIGGER GUARD UNTIL I AM READY TO FIRE**
- 3. I WILL POINT IT IN THE SAFEST POSSIBLE DIRECTION PER MY ENVIRONMENT AND SITUATION**
- 4. I WILL KNOW MY ANGLE OF ENGAGEMENT**