



**Systems LLC**

**ACCIDENTS/INJURIES - WAIVER AND INDEMNIFICATION**

Buyer is aware and agrees that utilization of the products sold under this agreement and participation in activities utilizing fireworks and explosives is an ultra-hazardous activity carrying implied and explicit risks of injuries and damages to the Buyer and participants. Buyer assumes the risk connected with the utilization of the products sold under this agreement and all risks of participation in the activities for which these products are sold. Buyer acknowledges that he/she/it has the necessary and required skill, expertise, training and licensing, as may be applicable or necessary by custom, usage, trade or law, to engage and participate in the ultra-hazardous activities connected with the use, purchase, transportation, or employment of the products sold under this agreement. Buyer acknowledges that Holatron Systems, LLC, has not and will not conduct any investigation into the skill, expertise, training and licensing, as may be applicable or necessary by custom, usage, trade or law, of the Buyer or it's agents, employees and assigns, to engage and participate in the ultra-hazardous activities connected with the use, purchase, transportation, or employment of the products sold under this agreement. Buyer specifically agrees that Holatron Systems, LLC its officers, employees and agents shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage or loss of any kind resulting from or related to Buyer's or it's employees', agents' or assigns' use of the products sold under this agreement, and Buyer agrees to indemnify, Defend in any action at law, and hold harmless Holatron Systems, LLC from same, whether brought by the Buyer, it's agent, or assigns, or any third party.

**AUTHORITY AND SIGNATURE**

The Buyer, by signing here, represents that he/she/it has the legal authority and capacity to enter into this contract on behalf of the Buyer and to bind Buyer, its agents, employees and assigns to the terms hereof, and further acknowledges that he/she/it has read the foregoing agreement in its entirety, understands, and agrees to be bound by each and all of the terms set forth herein

(Date) \_\_\_\_\_ (Signature ) \_\_\_\_\_