



SPARKS TECHNOLOGY LLC

RELEASE OF LIABILITY

8950 SW 74th Court Suite 2201 A-70 Miami FL 33156

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THIS RELEASE SHOULD BE READ PRIOR TO THE USE OR PURCHASE OF ANY SPARKS TECHNOLOGY LLC PRODUCTS.

By accepting delivery of my WEAPON EYE™ system order, I the User, acknowledge and agree to the following:

I acknowledge that I have read, understand, and have followed all the User Instructions that came with my WEAPON EYE™ system.

I acknowledge that I have used great care when handling, storing or transporting WEAPON EYE™ or when inserting or removing a handgun from a holster with my WEAPON EYE™ system. SPARKS TECHNOLOGY LLC strongly recommends a regular practice routine, with an unloaded firearm, be utilized to assure the continued capabilities of both product and user.

I acknowledge that I will never place a loaded handgun with my WEAPON EYE™ in a holster without first testing, in an unloaded condition (double-check to make sure the chamber is empty), for proper fit with the handgun and holster.

I acknowledge that WEAPON EYE™ is designed to fit factory equipped handguns. The use of trigger shoes or grip adapters, laser sights or any other alterations to the frame, or dimensions of the gun itself may cause improper WEAPON EYE™ fit and negligent discharge. The WEAPON EYE™ system is designed and is made for the specific gun it is molded to.

I acknowledge that the WEAPON EYE™ system is NOT made for handguns with lights mounted must be used with that light mounted on gun to insure proper retention.

I acknowledge that I did not alter my WEAPON EYE™ system in any way, including accommodating a change made to my handgun. This could result in an unsafe fit for my handgun and possible negligent discharge. Alterations made to my WEAPON EYE™ system could also result in WEAPON EYE™ system not recording or recording improperly. SPARKS TECHNOLOGY LLC will not be responsible for WEAPON EYE™ system that has altered or been modified in any way or form.

I acknowledge that it is my responsibility to personally check for WEAPON EYE™ system's compatibility with my handgun. It is also my responsibility to regularly check the holster and its hardware for proper fit and function. It is also my responsibility to regularly check the holster and its hardware for proper fit and function.



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I acknowledge that it is also my responsibility to regularly check the camera lens that is not partially or fully covered or scratched. If the lens is scratched it will not record properly and SPARKS TECHNOLOGY LLC will not be responsible for WEAPON EYE™ recording device no recording clearly because of scratches, dirt or other obstruction while recording. Follow the User Instructions in regards to care and maintenance of my lens.

I acknowledge that it is also my responsibility to regularly check the microphone that is not partially or fully covered. If the microphone is covered it will not record properly and SPARKS TECHNOLOGY LLC will not be responsible for WEAPON EYE™ recording device no recording clearly because of obstructions while recording. Follow the User Instructions in regards to care and maintenance of my microphone.

I acknowledge that it is my responsibility to charge the WEAPON EYE™ battery before use. SPARKS TECHNOLOGY LLC will not be responsible for WEAPON EYE™ recording device no working because of lack of battery power or for the negligent failure to charge the battery before use. Read the battery life specification in the to the User Instructions before use, it is my sole responsibility to replace the WEAPON EYE™ battery when it requires replacement according to the User Instructions.

I acknowledge that although WEAPON EYE™ system attempts to fit the most current model handguns, manufacturers of handguns constantly update their product specifications. Slight manufacturing changes in a handgun model can affect the proper and safe fit of my WEAPON EYE™ system to my handgun and holster.

I acknowledge that SPARKS TECHNOLOGY LLC will not be responsible for not being able to press the Activation Button correctly or the improper operation of the WEAPON EYE™ system or due to other human errors, which can and do occur despite diligent efforts.

I acknowledge that should my WEAPON EYE™ become worn, loose, defective, or ill fitting at any time, I will cease use immediately and contact SPARKS TECHNOLOGY LLC for warranty coverage instructions.

I acknowledge that SPARKS TECHNOLOGY LLC assumes no liability for any loss of video and/or audio, for any reason. Lack of recording and/or video corruption due to any reason, or the integrity of the video or and audio due to any alteration of the video or and audio.



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I acknowledge that SPARKS TECHNOLOGY LLC assumes no liability for any wrong use of the recorded material, uploaded video or and audio to any internet site and/or place or the distribution of the recorded material by any media, nor any person, personality, or people affected by the recorded material.

I acknowledge that SPARKS TECHNOLOGY LLC assumes no liability for any injuries caused by the laser or the flashlight to the user or any other third party, for example pointing at any human eye or animal eye with the laser or the flashlight.

I acknowledge that for information on how to safely carry my particular handgun, I will refer to my handgun manufacturer's safety and instruction manual.

I acknowledge that SPARKS TECHNOLOGY LLC assumes no liability for carrying any handgun with a live cartridge in the chamber immediately in front of the firing pin may cause negligent discharge. Single action revolvers and some semi-automatic pistols should be carried with the hammer or firing pin resting on an empty chamber. It is my responsibility to exercise extreme caution when handling or carrying any handgun and to assume at all times that the gun is loaded. I will not attempt to cock a handgun while WEAPON EYE™ is in the holster. Cocking the handgun while holstered can cause damage to the holster, gun, or both and may cause negligent discharge.

I acknowledge that I must be certain that my gun is securely seated in the holster each time I holster my firearm before removing my hand from the grip. Firearms must snugly fit in holsters to guard against accidental loss of the handgun. However, a snug fit may cause the slide to go out of battery when holstering. Therefore, I should always place my thumb on the back of the slide to insure that the slide does not go out of battery while holstering. I will never place my hand in front of the firearm barrel while trying to holster or un-holster my firearm.

I acknowledge that I will always make sure my gun is fully seated in the holster. During vigorous physical activity, including running, I should not rely on my holster's retention capabilities; the gun should be held in place with my hand to prevent the gun from falling out of the holster.

I acknowledge that I understand that SPARKS TECHNOLOGY LLC has no control over the firearm I use, the ammunition I carry and/or use of such item(s) in the firearm, the manner in which I use the WEAPON EYE™ system, or in any modification that I make in the future to the WEAPON EYE™ system. Therefore, I acknowledge that SPARKS TECHNOLOGY LLC disclaims any and all liability for any damages, personal and/or to property, that may result from the use of this WEAPON EYE™ system.



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I, THE UNDERSIGNED USER, BY THIS INSTRUMENT DO VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH THE RIGHT TO SUE, SPARKS TECHNOLOGY LLC, AND ANY OF ITS RESPECTIVE OFFICERS, CHAIRMEN, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, CONTRACTORS, OR ASSIGNS (RELEASED PARTIES), FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LIABILITY, OR ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE AND I, THE USER, ASSUME ALL RISK IN CONNECTION WITH WEAPON EYE™ SYSTEM, COMPONENTS, AND ACTIVITIES. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I AGREE THAT I WILL HOLD WEAPON EYE LLC HARMLESS AND FULLY INDEMNIFY SPARKS TECHNOLOGY LLC FROM ANY CONSEQUENCES RELATED TO THE USE OF WEAPON EYE™ SYSTEM, AND I UNDERSTAND ITS INSTRUCTIONS AND MAINTENANCE, BEFORE ACCEPTING AND BUYING IT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEAPON EYE™ SYSTEM IS WITH THE USER. SHOULD THE WEAPON EYE™ SYSTEM PROVE DEFECTIVE FOLLOWING ITS PURCHASE, THE USER AND NOT THE MANUFACTURER OR RETAILER ASSUMES THE ENTIRE RISK FOR ANY PERSONAL INJURY OR DEATH CLAIMS FOR ANY GROSS, ACTIVE OR PASSIVE NEGLIGENCE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS VOLUNTARY LIABILITY RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES, ASSIGNS, AND BENEFICIARIES.

By buying and/or using any WEAPON EYE™ system you signify your acceptance of the terms and conditions and signed this document.

\_\_\_\_\_ USER SIGNATURE