



# TASER INTERNATIONAL®

## Volunteer Warnings, Liability Release and Covenant Not to Sue

Any person that volunteers to experience a TASER device electrical discharge ("TASER Exposure") must read and sign this Form prior to any TASER Exposure

### WARNINGS

TASER™ devices are designed to *significantly reduce* the likelihood of serious injuries or death. When used as directed, they have been found to be a safer and more effective alternative to other traditional use of force tools and techniques. Any use of force, however, carries with it risks of injury or even death. To minimize these risks, read and understand all warnings before experiencing a TASER Exposure. These warnings are effective October 1, 2005 and supersede all prior warnings for TASER devices.



1. Always assume that a TASER device is loaded.
2. Keep your hands and other body parts away from the front of the TASER cartridge.
3. The TASER device can cause temporary discomfort, pain, stress, and panic which may be injurious to some people.
4. The TASER device can cause strong muscle contractions that may cause physical exertion or athletic-type injuries to some people. These muscle contractions can result in strain-type injuries such as hernias, ruptures, or other injuries to soft tissue, organs, muscles, tendons, ligaments, nerves, joints, and stress/compression fractures to bones, including vertebrae. People with pre-existing injuries or conditions such as osteoporosis, osteopenia, spinal injuries, diverticulitis, or previous muscle, disc, ligament, or tendon damage may be more susceptible to these types of injuries.
5. These strong muscle contractions usually render a subject temporarily unable to control his or her movements and may result in secondary injuries. Under certain circumstances, this loss of control can elevate the risk(s) of serious injury or death. These circumstances may include, but are not limited to, use of the TASER device on a person who is physically infirm or pregnant, or a person on an elevated or unstable platform, operating a vehicle or machinery, running, or in water where the inability to move may result in drowning.
6. The stress and exertion of extensive repeated, prolonged, or continuous application(s) of the TASER

device may contribute to cumulative exhaustion, stress, and associated medical risk(s). Severe exhaustion and/or over-exertion from physical struggle, drug intoxication, use of restraint devices, etc., may result in serious injury or death. The TASER device causes strong muscle contractions, usually rendering a subject temporarily unable to control his or her movements. Under certain circumstances, these contractions may impair a subject's ability to breathe. If a person's system is already compromised by over-exertion, drug intoxication, stress, pre-existing medical or psychological condition(s), etc., any physical exertion, including the use of a TASER device, may have an additive effect in contributing to cumulative exhaustion, stress, cardiovascular conditions, and associated medical risk(s).

7. Avoid touching the probes and wires and the areas between the probes during TASER electrical discharge.
8. Avoid intentionally aiming a TASER device at the head or face. The preferred target area is the subject's torso (center mass), or legs.
  - a. TASER probes can cause significant injury if deployed into sensitive areas of the body such as the eyes, throat, or genitals.
  - b. If a TASER probe becomes embedded in an eye, it could result in permanent loss of vision.
  - c. Repetitive stimuli such as flashing lights or electrical stimuli can induce seizures in some individuals. This risk is heightened if electrical stimuli or current passes through the head region.
9. In most areas of the body, wounds caused by TASER probes will be minor. TASER probes have small barbs.
10. Use of a TASER device in drive (or touch) stun mode can cause marks, friction abrasions, and/or scarring that may be permanent depending on individual susceptibilities or circumstances surrounding TASER device use and exposure.
11. TASER devices can ignite gasoline, other flammables, or explosive vapors (e.g., gases found in sewer lines). Some self-defense sprays use flammable carriers such as alcohol and could be dangerous to use in immediate conjunction with TASER devices.
12. The TASER device is a sophisticated electronic system. Only TASER International approved components and proper accessories may be used with the TASER device in order to ensure proper function and effects. Use of anything other than recommended batteries, TASER Cartridges, or other TASER-recommended accessories (excluding holsters) may cause malfunctions, will void the



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warranty, and may put the user and/or others at risk of serious injury or even death.

13. Dropping a TASER device may damage the unit. If a weapon has been dropped or damaged, or if a weapon has been exposed to significant moisture, do not attempt to place the safety switch in the UP (FIRE) position until you have contacted TASER International customer service.

14. The TASER device incorporates a laser aiming aid. Laser beams can cause eye damage. Avoid direct eye exposure.

15. All persons experiencing a TASER Exposure shall be supported by two spotters so they don't fall. Each spotter should hold an upper arm under the armpit, so that the person can be safely supported and lowered to the ground after being hit without twisting or putting undue stress on the arm or shoulder. If probes are fired in lieu of attaching spent wires or alligator clips, then eye protection is required for both the spotters and the student being exposed. Provided that no probes are attached to the person's arms, there should be no electrical pulses flowing into the spotters and they can safely support the person being shot without any negative impact.

16. Because of parental/guardian consent issues, no minor shall be voluntarily exposed to a TASER device.

**LIABILITY RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS**

In consideration of receiving a TASER Exposure, I acknowledge and agree as follows:

1)I understand that a TASER Exposure results in strong muscle contractions, physical exertion and stress and involves the risk of physical injury. I acknowledge that I have read the above Warnings and Risks and with full knowledge of such risks, I voluntary agree to experience a TASER Exposure and I assume all risks, whether known or unknown, foreseen or unforeseen, inherent in the TASER Exposure.

2)Intending that this Form be legally binding upon me, my heirs, executors, administrators, and assigns, I hereby waive, release, and forever discharge the instructor, my law enforcement agency, TASER International, Inc. and all of its agents, directors and employees of and from any and all claims, demands, rights and causes of action of whatsoever kind and nature, arising from, and

by reason of any and all known and unknown physical and mental injuries and consequences thereof, whether foreseen or unforeseen, suffered by me from any and all activities during the Training class, including the TASER Exposure.

3)I further agree that neither I nor my heirs, estate, personal representative, nor any other person or entity will ever institute any action, litigation or suit at law or in equity against the instructor, my law enforcement agency, TASER International, Inc. and all of its agents, directors and employees for any damages, costs, loss or injury arising out of any and all activities during the training class, including the TASER Exposure.

4)I further agree to indemnify and save harmless the instructor, my law enforcement agency, TASER International, Inc. and all of its agents, directors and employees from all liability, loss, costs and obligation of any and every kind on account of or arising out of any injuries or losses, however occurring, arising out of any and all activities during the training class, including the TASER Exposure.

5)In signing this Form, I agree that I have read and understand this entire Form; I understand that it is a promise not to sue and a release and indemnity for all claims; I further understand that by signing this Form I am giving up certain legal rights including the right to recover damages in case of injury; and I agree to abide by the terms and conditions of this Form. I also understand that certain state laws prohibit a release of claims which are not known or suspected to exist at the time a release is signed, and with full knowledge of such laws, I agree to expressly waive any rights I may have under such laws or common law principles of similar effect

Date \_\_\_\_\_ Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Mail or fax a copy of this form to:  
TASER International  
17800 North 85th Street  
Scottsdale, AZ 85255  
Fax: (480) 991-0791