

# Terms of Service

By accessing this website or purchasing products from OneShotTargetSystems LLC, you agree to be bound by the following Terms of Service.

## Product Use

All products are sold for outdoor recreational use only. They are not intended for training, tactical use, dynamic shooting exercises, safety instruction, or any other professional or instructional purpose. Any such use is considered misuse.

## Weather and Environmental Limitations

Our products are intended for use only in normal outdoor weather conditions. They are not intended for use in rain, snow, sleet, ice, flooding, standing water, high winds, extreme heat, extreme cold, or other severe or unstable environmental conditions. Exposure to such conditions may result in malfunction or damage.

## "Pistol Caliber" Clarification

Products are intended for use in environments involving "pistol caliber" firearms only. This does not indicate resistance to direct fire. Any direct impact may result in product failure or damage.

## User Responsibility & Setup

You are solely responsible for the proper setup, installation, positioning, and use of the product. OneShotTargetSystems LLC has no control over how the product is assembled, installed, or used after purchase.

- The system must be set up in a safe and appropriate outdoor environment
- Only the intended target is to be engaged
- The system itself is not to be struck by gunfire

Improper setup or unsafe use is considered misuse.

## Assumption of Risk

You acknowledge that this product is used in environments involving firearms and other destructive forces. By purchasing and using this product, you voluntarily assume all risks associated with its use.

## Damage and Product Condition

Due to the nature of the product, wear and damage are expected. Any damage resulting from being struck by projectiles, improper setup, misuse, or use in prohibited environmental conditions is not covered under any policy. No repairs, replacements, or credits will be issued for such damage.

## Warranty Disclaimer ("As-Is")

All products are provided "as is" and "as available", without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or

non-infringement. OneShotTargetSystems LLC makes no guarantees regarding performance, durability, or suitability under specific conditions.

## **Limitation of Liability**

To the fullest extent permitted by law, OneShotTargetSystems LLC shall not be liable for any injury, death, loss, or damages arising from:

- Improper setup or installation
- Misuse of the product
- Poor aim, including shots that strike the system directly
- Projectiles that strike unintended surfaces, including ricochets or deflections from targets or any part of the system
- Use in unsafe or inappropriate environments

You agree that all use of the product is at your own risk.

## **Indemnification**

You agree to indemnify, defend, and hold harmless OneShotTargetSystems LLC, its owners, officers, employees, and affiliates from and against any and all claims, liabilities, damages, losses, costs, or expenses (including legal fees) arising out of or related to:

- Your use or misuse of the product
- Improper setup, installation, or operation
- Injury or damage caused by your use of the product
- Your violation of these Terms of Service

## **Arbitration Agreement**

Any dispute, claim, or controversy arising out of or relating to these Terms or the use of the product shall be resolved exclusively through binding arbitration, rather than in court. Arbitration shall be conducted in the State of Oregon in accordance with applicable rules. You agree to waive any right to a jury trial.

## **Class Action Waiver**

You agree that any claims must be brought individually, and not as part of a class action, collective action, or representative proceeding.

## **Third-Party Equipment**

We assume no responsibility for targets or accessories not manufactured by us.

## **Governing Law**

These terms shall be governed by and interpreted under the laws of the State of Oregon, United States.