

ATF Excise Tax Disclaimer & Liability Waiver

To keep on the good side of the feds, there are certain requirements I must adhere to and notifications I must make to you regarding Excise Tax and the future sale of your rifle.

Pursuant to Title 27 Chapter 1 subpart B, section 53.11, "Meaning of Terms," the term, "Manufacturer" is defined in part as, "... *Under certain circumstances, as where a person manufactures or produces a taxable article for another person who furnishes materials under an agreement whereby the person who furnished the materials retains title thereto and to the finished article, the person for whom the taxable article is manufactured or produced, and not the person who actually manufactures or produces it, will be considered the manufacturer.*"

This means that even though I may have built the rifle for you, you would be considered the manufacturer and responsible for paying the excise tax should you chose to sell the rifle in the future.

I advise you to familiarize yourself with the full context of the Title, which can be found by following this link:

<http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200327>

And

<http://www.ttb.gov/fet/faetinfo.pdf>

Because we live in a litigious society, I am forced to deal with the issue of liability. I will be asking you to sign two copies of a waiver indemnifying me and my employees from any and all liability or responsibility, which may arise from the use or misuse of any longrifle built by me. One copy is for my records, the other is for you.

Waiver

I acknowledge by virtue of this signed contract that I,

am employing Gobbler Knob Custom Muzzleloaders, in the capacity of gun builder, for the sole purpose of properly assembling the lock, stock, and barrel (components) of a firearm classified as an Antique Firearm under Title 27 CFR Part 178 regulations under the Gun Control Act of 1968 (GCA), as amended, Title 18 USC, Chapter 44. I have purchased these components and I retain title and ownership of the components as well as the finished arm.

I understand that pursuant to Title 27, Chapter 1, subpart B, section 53.11, "Meaning of Terms," I may be considered the manufacturer of the finished arm and therefore subject to the Manufacturer's Excise Tax should the finished arm be sold by me.

Furthermore, I hereby accept full responsibility for the usage of the finished arm and do hereby release Gobbler Knob Custom Muzzleloaders and its employees from any and all liability or responsibility pursuant to the use or misuse of said arm.

I also acknowledge that I am at least 18 years of age and am not prohibited from owning or possessing finished article, which has been classified as an Antique Firearm under Title 27 CFR Part 178 regulations under the Gun Control Act of 1968 (GCA), as amended, Title 18 USC, Chapter 44.

Date: _____

Signature of Owner: _____

Printed Name: _____

Mailing Address: _____

Street: _____

City, State, Zip: _____

Phone: _____

**Signature of
Gun builder:** _____