

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): March 21, 2017**

**SPORTSMAN'S WAREHOUSE HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-36401**  
(Commission  
File Number)

**39-1975614**  
(IRS Employer  
Identification No.)

**7035 South High Tech Drive**  
**Midvale, Utah**  
(Address of principal executive offices)

**84047**  
(Zip Code)

**Registrant's telephone number, including area code (801) 566-6681**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

On March 22, 2017, the Board of Directors of Sportsman’s Warehouse Holdings, Inc. (the “Company”) appointed Jon Barker to serve as the Company’s President and Chief Operating Officer, effective March 31, 2017. Mr. Schaefer will continue to serve as the Company’s Chief Executive Officer.

Prior to joining the Company, Mr. Barker, 49, served as VP Global Officer for Wal-Mart Stores, Inc. where he served in the dual roles of President and CEO of Hayneedle.com, a leading online home furnishings retailer, since 2013, and effective January 2017 as group leader for the Home and Outdoor furnishings categories for U.S. ecommerce across Walmart.com, Jet.com and Hayneedle.com. From 2008 to 2013, Mr. Barker was Chief Operating Officer of Hayneedle.com. Prior to Walmart, Mr. Barker served as SVP of Distribution-Logistics at Cornerstone Brands from 1999 to 2008, which is comprised of home and lifestyle brands including Frontgate, Ballard Designs, Garnet Hill, Grandin Road, and Improvements.

In connection with Mr. Barker’s appointment, the Company entered into an employment agreement (the “Employment Agreement”) with Mr. Barker. The Employment Agreement is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The following description of the Employment Agreement is qualified in its entirety by reference to such exhibit.

The Employment Agreement provides for an initial term through January 30, 2021. During his employment by the Company, Mr. Barker will receive an annual base salary of \$350,000 and will have a target annual bonus level of 75% of base salary, both of which may be increased but not decreased in the discretion of the Compensation Committee of the Company’s Board of Directors (the “Committee”). The Employment Agreement provides that the Committee will consider Mr. Barker for an award under the Company’s 2013 Performance Incentive Plan (the “Plan”), the terms and conditions of which will be established by the Committee. The Company intends to grant Mr. Barker an award of restricted stock units under the Plan in April 2017 with a grant date fair value of \$700,000 and such units scheduled to vest, subject to Mr. Barker’s continued employment, over a period of three years. Mr. Barker will be eligible to participate in the Company’s benefit plans generally made available to the executives of the Company. Mr. Barker will be paid a signing bonus of \$45,000 in connection with his joining the Company.

Pursuant to the Employment Agreement, Mr. Barker’s employment may be terminated by the Company or by Mr. Barker for any reason at any time, subject to certain notice requirements set forth in the Employment Agreement. In the event Mr. Barker’s employment is terminated by the Company without “Gross Misconduct,” or by Mr. Barker for “Good Reason” (as these terms are defined in the Employment Agreement), Mr. Barker will be entitled to receive, subject to providing a release of claims to the Company, (i) continued payment of his base salary (as severance pay) for twelve months following such termination of employment, (ii) a pro-rated portion of his target annual bonus for the year in which such termination of employment occurs, (iii) reimbursement for COBRA premiums for up to twelve months, (iv) accelerated vesting of any equity awards granted to him by the Company to the extent such awards are outstanding and unvested immediately prior to such termination of employment, and (v) continued participation for twelve months in any program generally made available by the Company to its employees allowing them to purchase Company merchandise at a discount.

The Employment Agreement also includes confidentiality, non-compete, and non-solicitation covenants in favor of the Company.

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Mr. Barker also intends to enter into a customary indemnification agreement with the Company, the form of which is filed as Exhibit 10.9 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on March 7, 2014.

There are no arrangements or understandings between Mr. Barker and any other persons pursuant to which he was selected as an officer of the Company. There are also no family relationships between Mr. Barker and any director or executive officer of the Company. Mr. Barker shares a household with Karen Seaman, the Company's Chief Marketing Officer. In fiscal year 2016, total compensation to Ms. Seaman was approximately \$203,438.

**Item 7.01 Regulation FD Disclosure.**

On March 23, 2017, the Company issued a press release announcing Mr. Barker's appointment as its new President. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

The information furnished in Item 7.01 of this Current Report on Form 8-K and the related information in Exhibit 99.1 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section and shall not be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific reference in any such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibit is being filed as part of this report:

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Employment Agreement, March 21, 2017, between Sportsman's Warehouse Holdings, Inc. and Jon Barker.
Exhibit 99.1	Press Release, dated March 23, 2017, issued by Sportsman's Warehouse Holdings, Inc.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**SPORTSMAN'S WAREHOUSE HOLDINGS, INC.**

By: /s/ John Schaefer  
Name: John Schaefer  
Title: President and Chief Executive Officer

Date: March 23, 2017

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (this "Agreement") is made and entered into this 31<sup>st</sup> day of March, 2017 (the "Effective Date"), by and between Sportsman's Warehouse Holdings, Inc., a Delaware corporation (the "Company"), and Jon Barker (the "Executive").

**RECITALS**

**THE PARTIES ENTER THIS AGREEMENT** on the basis of the following facts, understandings and intentions:

- A. The Company desires to provide for the services of the Executive on the terms and conditions set forth in this Agreement.
- B. The Executive desires to accept employment with the Company on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

**1. EMPLOYMENT AND DUTIES**

**1.1 Employment.** The Company does hereby employ the Executive for the Period of Employment (as such term is defined in Section 1.3) on the terms and conditions expressly set forth in this Agreement. The Executive does hereby accept and agree to such hiring, engagement and employment, on the terms and conditions expressly set forth in this Agreement.

**1.2 Title and Duties.** During the Period of Employment, the Executive will serve as President and Chief Operating Officer of the Company and have the duties and exercise the authority that the Board of Directors of the Company (the "Board") or the Chief Executive Officer of the Company (the "CEO") assigns to the Executive from time to time.

During the Period of Employment, the Executive shall (i) devote substantially all of the Executive's business time, energy and skill to the performance of the Executive's duties for the Company, (ii) perform such duties in a faithful manner to the best of his abilities, and (iii) hold no other employment. The Executive may serve on the boards of directors of non-profit charitable or educational organizations. The Company shall have the right, however, to require the Executive to resign from any board or similar body (including, without limitation, any association, corporate, civic or charitable board or similar body) which he may then serve if the Board reasonably determines that any business related to such service is then in competition with any business of, or such service by the Executive interferes with Executive's performance of his duties to, the Company or any of its affiliates.

During the Period of Employment, the Executive's principal place of employment shall be the Company's principal executive office as it may be located from time to time. The Executive acknowledges that he will be required to travel from time to time in the course of performing his duties for the Company.

**1.3 Period of Employment.** The "Period of Employment" shall commence on the Effective Date and shall continue through, and end with, January 30, 2021, subject to extension by mutual written agreement. Notwithstanding the foregoing, the Period of Employment is subject to earlier termination as provided below in this Agreement. If the Executive's employment by the Company continues beyond the Period of Employment, such employment will be "at will" and terminable by either party at any time, for any reason (or no reason), and without any payment under this Agreement, other than for payment of the Accrued Obligations, as defined below.

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**1.4 No Breach of Contract.** The Executive hereby represents to the Company and agrees that: (i) the execution and delivery of this Agreement by the Executive and the Company and the performance by the Executive of the Executive's duties hereunder do not and shall not constitute a breach of, conflict with, or otherwise contravene or cause a default under, the terms of any other agreement or policy to which the Executive is a party or otherwise bound or any judgment, order or decree to which the Executive is subject; (ii) the Executive will not enter into any new agreement that would or reasonably could contravene or cause a default by the Executive under this Agreement; (iii) the Executive has no information (including, without limitation, confidential information and trade secrets) relating to any other Person which would prevent, or be violated by, the Executive entering into this Agreement or carrying out his duties hereunder; (iv) the Executive is not bound by any employment, consulting, non-compete, non-solicitation, confidentiality, trade secret or similar agreement (other than this Agreement) with any other Person; (v) to the extent the Executive has any confidential or similar information that he is not free to disclose to the Company, he will not disclose such information to the extent such disclosure would violate applicable law or any other agreement or policy to which the Executive is a party or by which the Executive is otherwise bound; and (vi) the Executive understands the Company will rely upon the accuracy and truth of the representations and warranties of the Executive set forth herein and the Executive consents to such reliance. As used herein, the term "Person" shall be construed broadly and shall include, without limitation, an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

## **2. COMPENSATION AND BENEFITS**

**2.1 Base Salary.** During the Period of Employment, the Company will pay the Executive a base salary (the "Base Salary"), which shall be paid in accordance with the Company's regular payroll practices in effect from time to time. Beginning March 31st, 2017, the Executive's Base Salary shall be at an annualized rate of \$350,000. The Board (or a committee thereof) will review the Executive's rate of Base Salary on a periodic basis (annually, commencing with fiscal year 2017) and may, in its sole discretion, increase, but shall not decrease, the rate then in effect.

**2.2 Bonus.** During the Period of Employment, the Executive will be entitled to participate in a cash bonus program. For any fiscal year of the Company that occurs during the Period of Employment, the bonus program for such fiscal year will be based on certain financial metrics, such as EBITDA, and may include a component based on the Executive's individual performance and contributions to the Company, all as determined by the Board (or a committee thereof) in its sole discretion. The Executive's target bonus for a fiscal year shall be 75% of the Executive's Base Salary for such fiscal year, with the Executive's actual bonus for any year to be determined by the Board (or a committee thereof). The Executive's bonus (if any) for a particular fiscal year shall be paid not later than two and one-half months following the end of that fiscal year. Except as otherwise expressly provided in Section 3, the Executive must be employed by the Company on the date that the Company actually pays bonuses under such program for a particular fiscal year in order to be considered for and to have earned his bonus (if any) for such fiscal year. The Board (or a committee thereof) may, in its sole discretion, consult with the CEO regarding any Base Salary increase or bonus for the Executive.

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- 2.3 **Equity Awards.** The Company has adopted the 2013 Performance Incentive Plan (the “2013 Plan”). The Board (or a committee thereof) will consider the Executive for an award under the 2013 Plan, the terms and conditions of which will be established by the Board (or a committee thereof) in its sole discretion.
- 2.4 **Benefits and Expenses.** During the Period of Employment, the Executive will be entitled to participate in benefit plans generally made available by the Company to the executives of the Company, as they are in effect from time to time. The Company will reimburse the Executive for the Executive’s reasonable and necessary business expenses incurred by the Executive in carrying out his duties for the Company during the Period of Employment, in accordance with and subject to the Company’s standard policies regarding expense reimbursement.

### 3. TERMINATION

- 3.1 **Death.** The Executive’s employment with the Company and the Period of Employment will terminate automatically upon the Executive’s death.
- 3.2 **Incapacity.** If the Board determines in good faith that the Executive has suffered an Incapacity (as defined below), the Company can terminate the Executive’s employment with the Company and the Period of Employment on at least 15 days’ written notice (so long as the Executive has not returned to full-time performance of the Executive’s duties within that period). For purposes of this Agreement, “Incapacity” means any mental or physical illness or disability that renders the Executive incapable of performing the Executive’s duties, even with a reasonable accommodation, for more than 12 consecutive weeks in any twelve-month period, unless a longer period is required by law. The date of Incapacity will be the date on which the Board declares the Incapacity on the grounds described above.
- 3.3 **Gross Misconduct.** The Company can terminate the Executive’s employment and the Period of Employment at any time for Gross Misconduct. “Gross Misconduct” means the occurrence of any of the following:
- (a) the Executive’s commission of any felony;
  - (b) the Executive takes any actions or omissions intentionally causing the Company to violate any law, rule or regulation (other than technical violations that have no material adverse impact on the Company);
  - (c) the Executive’s willful or reckless act or omission that injures the Company’s reputation or business in any material way or is otherwise demonstrably detrimental to the Company;
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- (d) the Executive willfully fails or refuses to follow the legal and clear directives of the Board or the CEO (unless the following of such directive would be a violation of applicable law);
- (e) the Executive has been dishonest in connection with his employment activities or committed or engaged in an act of theft, embezzlement or fraud; or
- (f) the Executive has materially breached any provision of any agreement to which the Executive is a party with the Company or any fiduciary duty the Executive owes to the Company; provided that the Company provides written notice to Executive of the condition(s) claimed to constitute a material breach of this Agreement or any fiduciary duty and Executive fails to remedy such condition(s) within thirty (30) days of the receiving such written notice thereof.

**3.4 Termination without Gross Misconduct.** The Company can terminate the Executive's employment with the Company and the Period of Employment at any time, and for any reason (with or without cause), upon written notice to the Executive.

**3.5 Resignation.** The Executive can voluntarily resign his employment with the Company and terminate the Period of Employment upon 30 days' prior written notice to the Company.

**3.6 Resignation for Good Reason.** The Executive can terminate his employment with the Company and the Period of Employment for Good Reason. "Good Reason" means the occurrence of any of the following by the Company without the Executive's express written consent: (a) a significant and material diminution in the Executive's position, responsibilities, reporting responsibilities or title, or a reduction in the Executive's base salary; or (b) a material breach of this Agreement by the Company; provided, however, that any such condition or conditions, as applicable, shall not constitute grounds for a termination for Good Reason unless both (x) the Executive provides written notice to the Company of the condition claimed to constitute grounds for Good Reason within sixty (60) days of the initial existence of such condition(s), and (y) the Company fails to remedy such condition(s) within thirty (30) days of receiving such written notice thereof; and provided, further, that in all events the termination of the Executive's employment with the Company shall not constitute a termination for Good Reason unless such termination occurs not more than one hundred and eighty (180) days following the initial existence of the condition claimed to constitute grounds for Good Reason.

**3.7 The Company's Obligations upon Termination.**

**3.7.1 Death or Incapacity.** If the Executive's employment by the Company and the Period of Employment are terminated pursuant to Section 3.1 or 3.2, the Company shall have no further obligation to make or provide to the Executive, and the Executive shall have no further right to receive or obtain from the Company, any payments or benefits except for payment to the Executive (or, in the event of the Executive's death, to his estate) of the Accrued Obligations. "Accrued Obligations" means the following: earned and accrued salary and personal time off through the date of termination of the Executive's employment with the Company, and reimbursement of any business expenses incurred by the Executive during the Period of Employment that are reimburseable by the Company pursuant to this Agreement, each in accordance with the Company's policies then in effect and each to the extent not previously paid.

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**3.7.2 Gross Misconduct or Resignation.** If the Executive's employment by the Company and the Period of Employment are terminated pursuant to Section 3.3 or 3.5, the Company shall have no further obligation to make or provide to the Executive, and the Executive shall have no further right to receive or obtain from the Company, any payments or benefits except for payment to the Executive of the Accrued Obligations.

**3.7.3 Termination without Gross Misconduct or for Good Reason.** If the Executive's employment by the Company and the Period of Employment are terminated pursuant to Section 3.4 or 3.6, the Company shall have no further obligation to make or provide to the Executive, and the Executive shall have no further right to receive or obtain from the Company, any payments or benefits except for payment to the Executive of the Accrued Obligations and, subject to Section 3.7.5, the following severance benefits:

- (a) The Company will pay the Executive (as severance) continued payment of the Executive's Base Salary (at the regular rate per payroll period in effect immediately prior to the termination of the Executive's employment with the Company and paid in accordance with the Company's regular payroll practices) through and ending with the date that is twelve (12) months after the date the Executive's employment with the Company terminated (the date the Executive's employment with the Company terminates is referred to as the "Severance Date"); provided that the continued Base Salary benefit for the period commencing with the day following the Severance Date and ending with the 60<sup>th</sup> day following the Severance Date shall not be paid over such 60-day period but shall instead be accumulated and paid on (or within two (2) business days after) such 60<sup>th</sup> day following the Severance Date.
  - (b) The Company will pay the Executive an amount equal to the Executive's target bonus (as determined by the Board in accordance with Section 2.2) for the fiscal year in which the Severance Date occurs, pro-rated through the Severance Date for the portion of the fiscal year the Executive was actually employed by the Company. Such amount is to be paid on (or within two (2) business days after) the 60<sup>th</sup> day following the Severance Date.
  - (c) The Company will pay or reimburse the Executive for his premiums charged to continue medical coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), at the same or reasonably equivalent medical coverage for the Executive (and, if applicable, the Executive's eligible dependents) as in effect immediately prior to the Severance Date, to the extent that the Executive elects such continued coverage; provided that the Company's obligation to make any payment or reimbursement pursuant to this clause (c) shall commence with continuation coverage for the month following the month in which the Executive's Severance Date occurs and shall cease with continuation coverage for the twelfth (12<sup>th</sup>) month following the month in which the Executive's Severance Date occurs (or, if earlier, shall cease upon the first to occur of the Executive's death, the date the Executive becomes eligible for coverage under the health plan of a future employer, or the date the Company ceases to offer group medical coverage to its active executive employees or the Company is otherwise under no obligation to offer COBRA continuation coverage to the Executive). To the extent the Executive elects COBRA coverage, he shall notify the Company in writing of such election prior to such coverage taking effect and complete any other continuation coverage enrollment procedures the Company may then have in place.
  - (d) Any equity awards (i.e., restricted stock, restricted stock units or options) granted to the Executive by the Company that are outstanding and otherwise unvested immediately prior to the Severance Date shall, on the Severance Date, become fully vested.
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- (e) Through and ending with the date that is twelve (12) months after the Severance Date, the Executive will be entitled to continued participation in any program generally made available by the Company to its employees allowing them to purchase Company merchandise at a discount, as any such program may be in effect from time to time.

**3.7.4 Exclusive Remedy.** The Executive agrees that the payments contemplated by this Agreement will constitute the Executive's sole and exclusive remedy for any termination of the Executive's employment (other than any right to continued benefit coverage under and to the extent required by COBRA, and except for payment of any vested benefit the Executive may have under a retirement program sponsored or maintained by the Company that is intended to be qualified under Section 401(a) of the Internal Revenue Code (any such benefit to be paid under and in accordance with the terms and conditions of such plan)). The Executive covenants that he will not assert or pursue any other remedies, at law or in equity, with respect to any such termination. The Executive agrees to resign, on the Severance Date, as an officer and director of the Company and any affiliate of the Company, and as a fiduciary of any benefit plan of the Company or any affiliate of the Company, and to promptly execute and provide to the Company any further documentation, as reasonably requested by the Company, to confirm such resignation.

**3.7.5 Offsets.** All severance amounts due from the Company to the Executive under Section 3.7.3 will be subject to offset or reduction to take into account any of the Executive's obligations to the Company. As a condition precedent to any Company obligation to the Executive pursuant to Section 3.7.3 (other than payment of the Accrued Obligations), the Executive shall, upon or promptly following the Severance Date (and in all cases within twenty-one (21) days following the Severance Date unless a longer period of time is required under applicable law to obtain an effective general release, in which case such longer period of time shall apply), deliver to the Company a valid, executed general release of the Executive's claims in a form reasonably satisfactory to the Company, and such general release shall not be revoked by the Executive pursuant to any revocation rights afforded by applicable law.

#### **4. PROTECTIVE COVENANTS.**

##### **4.1 Confidential Information; Inventions.**

**4.1.1** The Executive shall not disclose or use at any time, either during the Period of Employment or thereafter, any Confidential Information (as defined below) of which the Executive is or becomes aware, whether or not such information is developed by him, except to the extent that such disclosure or use is directly related to and required by the Executive's performance in good faith of duties for the Company. The Executive will take all appropriate steps to safeguard Confidential Information in his possession and to protect it against disclosure, misuse, espionage, loss and theft. The Executive shall deliver to the Company at the termination of the Period of Employment, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the Work Product (as hereinafter defined) of the business of the Company or any of its Affiliates (as defined below) which the Executive may then possess or have under his control. Notwithstanding the foregoing, the Executive may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. The Executive understands that nothing in this Agreement is intended to limit the Executive's right (i) to discuss the terms, wages, and working conditions of the Executive's employment to the extent permitted and/or protected by applicable labor laws, (ii) to report Confidential Information in a confidential manner either to a federal, state or local government official or to an attorney where such disclosure is solely for the purpose of reporting or investigating a suspected violation of law, or (iii) to disclose Confidential Information in an anti-retaliation lawsuit or other legal proceeding, so long as that disclosure or filing is made under seal and the Executive does not otherwise disclose such Confidential Information, except pursuant to court order. The Company encourages Executive, to the extent legally permitted, to give the Company the earliest possible notice of any such report or disclosure.

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**4.1.2** As used in this Agreement, the term “Confidential Information” means information that is not generally known to the public and that is used, developed or obtained by the Company in connection with its business, including, but not limited to, information, observations and data obtained by the Executive while employed by the Company or any predecessors thereof (including those obtained prior to the Effective Date) concerning (i) the business or affairs of the Company (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures and strategies, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, product roadmaps, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients, customer or client lists, and the preferences of, and negotiations with, customers and clients, (xiii) personnel information of other employees and independent contractors (including their compensation, unique skills, experience and expertise, and disciplinary matters), (xiv) other copyrightable works, (xv) all production methods, processes, technology and trade secrets, and (xvi) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by the Executive in breach of this Agreement) in a form generally available to the public prior to the date the Executive proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

**4.1.3** As used in this Agreement, the term “Work Product” means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing, or otherwise) which relates to the Company’s or any of its Affiliates’ actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by the Executive (whether or not during usual business hours, whether or not by the use of the facilities of the Company or any of its Affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company (including those conceived, developed or made prior to the Effective Date) together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that the Executive may have discovered, invented or originated during his employment by the Company or any of its Affiliates prior to the Effective Date, that he may discover, invent or originate during the Period of Employment or at any time in the period of twelve (12) months after the Severance Date, shall be the exclusive property of the Company and its Affiliates, as applicable, and Executive hereby assigns all of Executive’s right, title and interest in and to such Work Product to the Company or its applicable Affiliate, including all intellectual property rights therein. Executive shall promptly disclose all Work Product to the Company, shall execute at the request of the Company any assignments or other documents the Company may deem necessary to protect or perfect its (or any of its Affiliates’, as applicable) rights therein, and shall assist the Company, at the Company’s expense, in obtaining, defending and enforcing the Company’s (or any of its Affiliates’, as applicable) rights therein. The Executive hereby appoints the Company as his attorney-in-fact to execute on his behalf any assignments or other documents deemed necessary by the Company to protect or perfect the Company, the Company’s (and any of its Affiliates’, as applicable) rights to any Work Product.

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**4.1.4** As used in this Agreement, “Affiliate” of the Company means a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company. As used in this definition, the term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person.

**4.2** **Restriction on Competition.** The Executive agrees that if the Executive were to become employed by, or substantially involved in, the business of a competitor of the Company or any of its Affiliates during the twelve (12) month period following the Severance Date, it would be very difficult for the Executive not to rely on or use the Company’s and its Affiliates’ trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Company’s and its Affiliates’ trade secrets and confidential information, and to protect such trade secrets and confidential information and the Company’s and its Affiliates’ relationships and goodwill with customers, during the Period of Employment and for a period of twelve (12) months after the Severance Date, the Executive will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase “directly or indirectly through any other Person engage in” shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer, licensor of technology or otherwise. For purposes of this Agreement, “Competing Business” means only the following: (a) the businesses commonly known as Bass Pro Shops, Cabela’s, Scheels, Field and Stream Stores, Backcountry.com, and REI CO-OP; (b) any successor to any business identified in clause (a); and (c) any affiliate of a business identified in clause (a) or clause (b); provided, however, that a “Competing Business” shall not include a parent company or sister company of a business identified in clause (a) or clause (b) if both (x) such parent company is also engaged (directly or through other affiliates) in businesses that are not competitive with any business described in clause (a) or clause (b) (or, in the case of a sister company, such sister company is not engaged in any business that is competitive with any business described in clause (a) or clause (b)), and (y) the Executive’s position, services and responsibilities with such entity are limited to the distribution of merchandise that is not competitive with any business described in clause (a) or clause (b) and the Executive does not participate in any way in any business identified in clause (a) or clause (b). For example, and to clarify the foregoing proviso based on circumstances as in effect on the date of this Agreement, the Field and Stream Stores are a division of Dick’s Sporting Goods, Inc., and Dick’s Sporting Goods, Inc. would not be considered a “Competing Business” for purposes of this Agreement so long as (x) Dick’s Sporting Goods, Inc. also engaged (directly or through other affiliates) in businesses that are not competitive with any business described in clause (a) or clause (b) of the preceding sentence, and (y) the Executive’s position, services and responsibilities with Dick’s Sporting Goods, Inc. (or an affiliate) were limited to the distribution of merchandise that is not competitive with any business described in clause (a) or clause (b) of the preceding sentence and the Executive did not participate in any way in the business of the Field and Stream Stores or any other business described in clause (a) or clause (b) of the preceding sentence. Nothing herein shall prohibit the Executive from being a passive owner of not more than 2% of the outstanding stock of any class of a Competing Business which is publicly traded, so long as the Executive has no active participation in the business of such corporation.

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- 4.3 No Conflicting Employment.** The Executive hereby agrees that, during the Period of Employment, the Executive will not engage in any other employment, occupation or consulting directly related to the business in which the Company or any of its Affiliates is now involved or becomes involved during the Period of Employment, nor will the Executive engage in any other activities that conflict with the Executive's obligations to the Company or any of its Affiliates.
- 4.4 Non-Solicitation of Employees and Consultants.** During the Period of Employment and for a period of twenty four (24) months after the Severance Date, the Executive will not directly or indirectly through any other Person solicit, induce or encourage, or attempt to solicit, induce or encourage, any employee or independent contractor of the Company or any Affiliate of the Company to leave the employ or service, as applicable, of the Company or such Affiliate, or become employed or engaged by any third party, or in any way interfere with the relationship between the Company or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand.
- 4.5 Return of Items.** Upon termination of this Agreement, the Executive will promptly deliver to the Company all Company equipment and other materials relating to the Company's business and in the Executive's possession or control.
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**4.6 Litigation/Audit Cooperation.** Following the termination of the Executive's employment for any reason, the Executive will reasonably cooperate with the Company in connection with (a) any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding involving the Company with respect to matters as to which the Executive had responsibility or knowledge arising out of the Executive's employment with, or service as a member of the Board of, the Company (collectively, "Litigation"); or (b) any audit of the financial statements of the Company with respect to the period of time when the Executive was employed by the Company ("Audit"). To the extent (if any) the Company requests such services from the Executive, or the Executive is compelled by a governmental authority to provide services in a matter that does not involve the Executive, the Company will: (i) reimburse the Executive for reasonable travel and other expenses incurred in connection with providing his services under this Section 4.6, and (ii) compensate the Executive for each hour that the Executive provides services pursuant to this Section 4.6 at the rate of \$350 per hour. With respect to any month during which the Executive provides services pursuant to this Section 4.6, the Executive will submit a written invoice to the Company that details the amount of time and a description of the services rendered and expenses incurred during such month. The Executive will submit such invoice to the Company not later than fifteen (15) days after the end of such month, and the Company will pay any such invoice within fifteen (15) days after its receipt of such invoice from the Executive.

**4.7 Understanding of Covenants.** The Executive acknowledges that, in the course of his employment with the Company and/or its affiliates and their predecessors, he has become familiar with the Company's and its affiliates' and their predecessors' trade secrets and with other confidential and proprietary information concerning the Company, its affiliates and their respective predecessors and that his services have been and will be of special, unique and extraordinary value to the Company and its affiliates. The Executive agrees that the foregoing covenants set forth (or referred to, as the case may be) in this Section 4 (together, the "Restrictive Covenants") are reasonable and necessary to protect the Company's and its affiliates' trade secrets and other confidential and proprietary information, good will, stable workforce, and customer relations.

Without limiting the generality of the Executive's agreement in the preceding paragraph, the Executive (i) represents that he is familiar with and has carefully considered the Restrictive Covenants, (ii) represents that he is fully aware of his obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (iv) agrees that the Company and its affiliates currently conduct business throughout North America, and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods contemplated by the Restrictive Covenants regardless of whether the Executive is then entitled to receive severance pay or benefits from the Company. The Executive understands that the Restrictive Covenants may limit his ability to earn a livelihood in a business similar to the business of the Company and any of its affiliates, but he nevertheless believes that he has received and will receive sufficient consideration and other benefits as an employee of the Company and as otherwise provided hereunder or as described in the recitals hereto to clearly justify such restrictions which, in any event (given his education, skills and ability), the Executive does not believe would prevent him from otherwise earning a living. The Executive agrees that the Restrictive Covenants do not confer a benefit upon the Company disproportionate to the detriment of the Executive.

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**4.8 Enforcement.** The Executive agrees that the Executive's services are unique and that he has access to confidential information of the Company and its affiliates. Accordingly, the Executive agrees that a breach by the Executive of any of the Restrictive Covenants may cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Executive agrees that in the event of any breach or threatened breach of any Restrictive Covenant, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement or otherwise, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the Restrictive Covenants, or require the Executive to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of the Restrictive Covenants, if and when final judgment of a court of competent jurisdiction is so entered against the Executive.

## 5. MISCELLANEOUS

**5.1 Indemnification; Insurance.** The Company will offer the Executive an indemnification agreement in a form similar to the indemnification agreement it has offered to the Company's other executive officers. During the Period of Employment, the Executive shall be covered by the Company's directors and officers liability insurance on the same terms and conditions as generally applicable to all officers of the Company.

**5.2 No Assignment by the Executive.** This Agreement is personal to the Executive and will not be assignable by the Executive.

**5.3 Legal Counsel; Mutual Drafting.** Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. The Executive agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

## 5.4 Arbitration.

**5.4.1 Scope.** Subject to Section 4.8, any controversy or claim arising out of or relating to (a) the Executive's employment with the Company, (b) the termination of that employment, (c) this Agreement, (d) the interpretation or enforcement of this Agreement, (f) any alleged breach, default, or misrepresentation in connection with this Agreement, or (g) any other dispute or claim between the Executive and the Company, whether arising in contract, tort, common law or statute, or because of an alleged breach, default, or misrepresentation in connection with any of the provisions of any such agreement, including (without limitation) any state or federal statutory claims, shall be submitted to arbitration in Salt Lake City, Utah, before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc. or its successor ("JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association; provided, however, that provisional injunctive relief may, but need not, be sought in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This arbitration provision covers all disputes or claims that the Executive may have against the Company and any affiliated party, and also covers any claims that the Company may have against the Executive. The parties agree that the arbitrator will not impose punitive damages or any similar penalty and hereby waive any right to make a claim for any such damages. The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with any of the matters referenced in the first sentence of this paragraph.

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**5.4.2 Arbitrator's Authority.** The arbitrator will have exclusive authority to (a) resolve any dispute as to whether any claim or matter is subject to this Section 5.4; (b) supervise discovery; (c) rule on pre-hearing disputes; (d) rule on motions, including motions for summary adjudication; (e) conduct hearings, and (f) make a final decision on the claim or matter being arbitrated. Remedies, substantive law and statutes of limitations will be the same as they would be in a court. The arbitrator will render a final decision in writing, together with a summary statement of the conclusions upon which the decision is based.

**5.4.3 Costs.** The Company will pay the forum costs of the arbitration itself (including arbitration fees and the fees and expenses of the arbitrator and court reporters). Each party will pay the costs of presenting its case, including the fees and expenses of its counsel, unless an applicable statute requires otherwise. Unless otherwise required or limited by statute, the arbitrator shall have the discretion to award the party prevailing in the arbitration, in addition to all other relief, reasonable attorneys' fees and expenses relating to the arbitration (other than the forum costs referred to in the first sentence of this paragraph).

**5.5 Binding on Successors.** This Agreement will inure to the benefit of and be binding upon the Company and its successors and assigns. Any such successor or assignee will be deemed substituted for the Company under the terms of this Agreement for all purposes. As used in this Agreement, "successor" and "assignee" will include any person or business entity that at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the equity of the Company or to which the Company assigns this Agreement by operation of law or otherwise.

**5.6 Amendments.** This Agreement cannot be amended or modified other than by a written agreement executed by the Executive and by an officer of the Company (other than the Executive) authorized by the Board (or a committee thereof) to execute such amendment or modification on the Company's behalf.

**5.7 Severability.** It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If any provision of this Agreement or its application is held by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions or applications of this Agreement that can be given effect without the invalid or unenforceable provisions or applications. To this end, the provisions of this Agreement are declared severable. Furthermore, in lieu of such invalid or unenforceable provision there will be added automatically as a part of this Agreement, a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible. Notwithstanding the foregoing, if such provision could be more narrowly drawn (as to geographic scope, period of duration or otherwise) so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

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**5.8 Waiver of Breach.** No waiver of any breach of any provision of this Agreement will be construed to be, or will be, a waiver of any other breach of this Agreement. No waiver will be binding unless in writing and signed by the party waiving the breach.

**5.9 Notices.** Either party can change its address for notice purposes by giving written notice to the other party. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be sent by (a) facsimile transmission with confirmation of transmission; (b) nationally-recognized courier service; (c) certified mail, return receipt requested, postage prepaid, and will be addressed to the parties at the following facsimile numbers or mailing addresses:

If to the Company:

The Board of Directors of Sportsman's Warehouse, Inc.  
7035 South High Tech Drive  
Midvale, Utah 84047

If to the Executive, to the Executive at his last address reflected in the Company's records.

Any notice or other communication will be deemed to be given, as applicable, (a) on the date of delivery by facsimile; (b) on the third day after the date of deposit in the United States mail; or (c) the date of delivery by nationally-recognized courier service.

**5.10 Entire Agreement.** This Agreement constitutes and contains the entire agreement and final understanding between the parties concerning the Executive's employment with the Company and the related subject matters addressed in this Agreement. It supersedes and replaces all prior negotiations and all agreements, written or oral, concerning the Executive's employment by the Company and such other subject matters (including, without limitation, the Executive's offer letter from the Company dated [December 13th, 2016]). Any prior negotiations, correspondence, agreements, proposals or understandings relating to any such matter shall be deemed to have been merged into this Agreement, and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth herein.

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**5.11 Governing Law.** Utah law (without regard to conflict-of-laws principles of the laws of the State of Utah or any other jurisdiction) will govern this Agreement and its interpretation and enforcement.

**5.12 Withholding.** The Company may withhold from any payments due the Executive under this Agreement the amounts required by applicable tax or other laws.

**5.13 Section 409A.**

- (a) It is intended that any amounts payable under this Agreement will comply with and avoid the imputation of any tax, penalty or interest under Section 409A of the Internal Revenue Code of 1986, as amended (including the Treasury Regulations and other published guidance related thereto) ("Section 409A"). This Agreement will be construed and interpreted consistent with that intent.
  - (b) To the extent that any reimbursement pursuant to this Agreement is taxable to the Executive, the Executive will provide the Company with documentation of the related expenses promptly so as to facilitate the timing of the reimbursement payment contemplated by this paragraph, and any reimbursement payment due to the Executive pursuant to such provision will be paid to the Executive on or before the last day of the Executive's taxable year following the taxable year in which the related expense was incurred. Such reimbursement obligations pursuant to this Agreement are not subject to liquidation or exchange for another benefit and the amount of such benefits that the Executive receives in one taxable year will not affect the amount of such benefits that the Executive receives in any other taxable year.
  - (c) For purposes of this Agreement, a termination of employment will mean a separation from service as defined in Treasury Regulations Section 1.409A-1(h) without regard to any optional alternative definitions available under that section.
  - (d) If Executive is a "specified employee" within the meaning of Section 409A as of the date of the Executive's "separation from service" (as defined under Section 409A), Executive shall not be entitled to any payment or benefit pursuant to this Agreement until the earlier of (i) the date which is six (6) months after Executive's separation from service for any reason other than death, or (ii) the date of the death. The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A. Any amounts otherwise payable to Executive upon or in the six (6) month period following Executive's separation from service that are not so paid by reason of this paragraph shall be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after Executive's separation from service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of Executive's death).
  - (e) None of the Company, its affiliates or any of their respective officers, directors, employees, owners or shareholders shall be held liable for any taxes, interest, penalties or other amounts owed by Executive as a result of the compensation and benefits contemplated by this Agreement (including, without limitation, by application of Section 409A), subject to the Company's withholding right pursuant to Section 5.12.
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- 5.14 Number and Gender; Examples.** Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.
- 5.15 Section Headings.** The section headings of, and titles of paragraphs and subparagraphs contained in, this Agreement are for the purpose of convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.
- 5.16 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

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The parties have executed this Agreement as of the Effective Date.

/s/ Kevan P. Talbot  
Kevan P. Talbot

**Sportsman's Warehouse Holdings, Inc.**

By: /s/ Jon Barker  
Jon Barker

Its: \_\_\_\_\_

**Sportsman's Warehouse Holdings, Inc. Appoints Jon Barker as President and Chief Operating Officer**

MIDVALE, Utah, March 23, 2017 (GLOBE NEWSWIRE) -- Sportsman's Warehouse Holdings, Inc. ("Sportsman's" or the "Company") (Nasdaq:SPWH) today announced that Jon Barker has been named President and Chief Operating Officer of Sportsman's Warehouse, effective March 31, 2017. Mr. Barker will direct the marketing, supply chain, operations, compliance and technology functions of Sportsman's Warehouse, and will also lead the expansion of the Company's ecommerce business. He will report directly to John Schaefer, Chief Executive Officer.

Mr. Schaefer commented, "I have known Jon for almost 20 years and not only is he an excellent retail executive, he is also a passionate user of our products. I am very pleased that he is joining Sportsman's Warehouse at a pivotal time in our growth trajectory when we have reached 77 stores and we believe we still have substantial store expansion opportunity ahead of us. His leadership skills and proven track record of success combined with his extensive knowledge of multi-channel retail and ecommerce make him a perfect fit for Sportsman's Warehouse. I have no doubt that Jon will quickly bond with and add tremendous incremental value to our existing management team."

Mr. Barker stated, "I am very excited to join Sportsman's Warehouse and believe that there is a significant opportunity to build upon the successful growth of the Company and achieve even greater store and ecommerce expansion in the future. Sportsman's Warehouse is well positioned within the outdoor sporting goods industry with a differentiated shopping environment, unique localization strategy, and a breadth of product with important growth opportunities ahead that I am proud to help develop to further strengthen its positioning."

Mr. Barker is a highly accomplished executive with 25 years of multi-channel retail experience. He held leadership positions with several high profile retail companies, most recently as VP Global Officer for Walmart. At Walmart, he served in dual roles including President and CEO of Hayneedle.com, a leading online Home Furnishings retailer, as well as group leader for Home and Outdoor furnishings categories for U.S. ecommerce across Walmart.com, Jet.com and Hayneedle.com. In this position he helped develop a strategic vision for Hayneedle.com, including realigning structure and resources for a more merchandise focused strategy. From 2008 to 2013, Mr. Barker was Chief Operating Officer of Hayneedle.com. During this time, he was instrumental in building Hayneedle's supply chain, fulfillment network, care center, customer advocacy and the overall business platform. Prior to Walmart from 1999 to 2008, Mr. Barker served as SVP of Distribution-Logistics at Cornerstone Brands, which is comprised of home and lifestyle brands including Frontgate, Ballard Designs, Garnet Hill, Grandin Road, and Improvements. While at Cornerstone Brands, he was responsible for all supply chain facets of the business. Mr. Barker also held various leadership roles in operations and business development for United Parcel Service.

**Forward-Looking Statements**

This press release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 as contained in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements in this release include, but are not limited to, our expectations for future growth. Investors can identify these statements by the fact that they use words such as "continue", "expect", "may", "opportunity", "plan", "future", "ahead" and similar terms and phrases. The Company cannot assure investors that future developments affecting the Company will be those that it has anticipated. Actual results may differ materially from these expectations due to risks relating to the Company's retail-based business model, general economic conditions and consumer spending, the Company's concentration of stores in the Western United States, competition in the outdoor activities and sporting goods market, changes in consumer demands, the Company's expansion into new markets and planned growth, current and future government regulations, risks related to the Company's continued retention of its key management, the Company's distribution center, quality or safety concerns about the Company's merchandise, events that may affect the Company's vendors, trade restrictions, and other factors that are set forth in the Company's filings with the SEC, including under the caption "Risk Factors" in the Company's Form 10-K for the fiscal year ended January 30, 2016 which was filed with the SEC on March 24, 2016 and the Company's other public filings made with the SEC and available at [www.sec.gov](http://www.sec.gov). If one or more of these risks or uncertainties materialize, or if any of the Company's assumptions prove incorrect, the Company's actual results may vary in material respects from those projected in these forward-looking statements. Any forward-looking statement made by the Company in this release speaks only as of the date on which the Company makes it. Factors or events that could cause the Company's actual results to differ may emerge from time to time, and it is not possible for the Company to predict all of them. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by any applicable securities laws.

**About Sportsman's Warehouse Holdings, Inc.**

Sportsman's Warehouse is a high-growth outdoor sporting goods retailer focused on meeting the everyday needs of the seasoned outdoor veteran, the first-time participant and every enthusiast in between. Our mission is to provide a one-stop shopping experience that equips our customers with the right quality, brand name hunting, shooting, fishing and camping gear to maximize their enjoyment of the outdoors.

For press releases and certain additional information about the Company, visit the Investor Relations section of the Company's website at [www.sportsmanswarehouse.com](http://www.sportsmanswarehouse.com).

Investor Contact:  
ICR, Inc.

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