



ONE44 FIREARM INSTRUCTION

INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted entry to and/or use of One44 Firearm Instruction course or premises for whatever purpose, including, but not limited to, use of firearms and/or other weapons, including, but not limited to, crossbows, longbows, BB guns and air rifles by him/her and/or another, and with full knowledge that firearms and/or other weapons are used and discharged in the One44 Firearm Instruction course, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless, and defend One44 Firearm Instruction from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of Undersigned in the course of Undersigned's presence on and/or use of One44 Firearm Instruction contracted ranges, buildings, facilities, and land (together comprising "premises") including, but not limited to, Undersigned's use of firearms and/or other weapons.

Undersigned further waives himself/herself and for his/her heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against One44 Firearm Instruction including, but not limited to, damage to Undersigned's property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by Undersigned which may in any way whatsoever arise out of, be related to, or connected with use of firearms and/or other weapons in One44 Firearm Instruction course and contracted premises by Undersigned and/or another.

One44 Firearm Instruction shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly releases One44 Firearm Instruction and One44 Firearm Instruction members, employees, and/or agents, from any and all such claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of One44 Firearm Instruction, its members, employees, and/or agents.

Undersigned acknowledges and agrees that use of firearms and/or other weapons is an inherently dangerous activity. Undersigned expressly assumes the risk of being in the One44 Firearm Instruction class or contracted premises where firearms and/or other weapons are used; and Undersigned further expressly assumes the risk of discharging firearms and/or use of any weapons by whomever and the firing of live ammunition and/or use of any weapons by himself/herself and/or another.

Undersigned expressly agrees that this agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by One44 Firearm Instruction shall not constitute any waiver of One44 Firearm Instruction's right to pursue other available remedies. This agreement binds Undersigned and his/her heirs, next of kin, assignees, personal representatives, administrators, and executors.

Undersigned acknowledges and agrees that Undersigned has read this agreement and he/she understands its terms and is executing this agreement voluntarily. Undersigned also acknowledges and agrees that he/she has read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures stated by One44 Firearm Instruction.

Photo Authorization (Please Circle One):

YES

NO

I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of One44 Firearm Instruction of and I specifically waive any right to any compensation I may have for the foregoing.

UNDERSIGNED: _____ DATE: _____

ADDRESS: _____

PRINTED NAME: _____

PARENT OR GUARDIAN (if student is a minor): _____