

## **FIREARMS TRAINING AGREEMENT**

### **Release, Waiver, Indemnification, Hold Harmless, and Assumption of Risk**

Whereas, in consideration of being permitted to attend a course for instruction in firearms and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Student agrees to the following:

Student agrees to indemnify, hold harmless and defend Mallory Unlimited, LLC ( including Matthew Mallory, all employees, agents, and/or assistants) hereinafter referred to collectively or individually as "Instructor", from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to or connected with Student's presence at and/or participation in the course of instruction; the use of instruction in the future; the discharge of firearms by Undersigned, Undersigned's presence on or use of the range, building, land, and premises ("Premises"); and, any and all acts or omissions of Student.

Student furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against Instructor (including but not limited to the death of Student and/or any and all injuries, damages or illnesses suffered by Student or Student's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Premises, including any latent defect in the Premises; Student's presence on or use of said Premises; Student's property (whether or not entrusted to Instructor); and the use of ammunition and discharge of firearms. Instructor shall not be liable for, and Student, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby expressly release the Instructor from any and all such claims and liabilities.

Student hereby expressly assumes the risk of taking part in the course for instruction in firearms and taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

Student hereby acknowledges and agrees that Student has read this instrument and understands its terms and is executing this instrument voluntarily. Student furthermore hereby 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 the Instructor.

Student expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument 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 the Instructor shall not constitute any waiver of Instructor's right to pursue other available remedies. This instrument binds Student and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

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Student understands that persons meeting any of the following conditions are prohibited by federal or state law to possess a firearm:

1. A felon
2. An illegal immigrant
3. A person under the age of 12 for a .22 rifle or 21 for a handgun - but this shall not apply to the issue of handguns to members of the Armed Forces of the United States, active or reserve, National Guard, State Militia, or ROTC, when on duty or training or the temporary loan of handguns for instructions under the immediate supervision of a parent or adult instructor
4. Currently charged for a crime that would, upon conviction, bar you from possessing a firearm
5. A person who was dishonorably discharged from any of the armed forces of the United States
6. A person who has been convicted in any court of a crime punishable by imprisonment for a term exceeding one year
7. A person who has been convicted of a crime of violence in any court of the United States, the several states, commonwealths, territories, possessions, or the District of Columbia or who is a fugitive from justice or a habitual drunkard or a drug addict or who has been adjudicated mentally incompetent
8. A person who by order of a circuit judge or county court judge of this State has been adjudged unfit to carry or possess a firearm
9. A person subject to a court order prohibiting stalking, harassing, or threatening an intimate partner or child of an intimate partner or placing them in reasonable fear of bodily injury
10. A person found by a court or mental facility to have certain mental disabilities
11. A fugitive from Justice
12. A person who has formally renounced US citizenship
13. A member of a subversive organization
14. A person who has been previously denied a license

By signing up for, paying for and attending said training, Student represents that there are no legal or physical restrictions or impediments with Student in the handling or participating in firearms or personal protection training. Also, Student certifies that they are not a person prohibited under federal or state law from possessing a firearm, and **none of the above conditions apply to them. Student has been informed of all risks involved and they voluntarily agree to the terms and conditions stated above.**