

DOWN RANGE TRAINING RELEASE AND WAIVER OF LIABILITY

PARTICIPANTS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.

I, _____ (“Participant”), acknowledge that I have voluntarily chosen to participate in certain firearms safety, tactical training, and education activities (the “Training”) offered by Down Range Training, an Arizona limited liability corporation (“DRT”). I recognize that the Release and Wavier of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”) is an important benefit of the bargain and that DRT would not proceed with the Training but for my entering into this Agreement.

BY SIGNING THIS AGREEMENT, I CERTIFY I AM AWARE THAT THE TRAINING IS A HAZARDOUS ACTIVITY AND THAT I COULD BE SERIOUSLY INJURED OR KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND I ACCEPT AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

BY SIGNING THIS AGREEMENT, I CERTIFY THAT I AM AT LEAST 21 YEARS OF AGE AND I AM AWARE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IN THE EVENT THAT DRT IS NEGLIGENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT COMPLETELY AND CAREFULLY BEFORE SIGNING IT, AND THAT MY SIGNATURE DEMONSTRATES MY UNDERSTANDING OF THE AGREEMENT TO ALL OF ITS TERMS. I ALSO UNDERSTAND THAT I HAVE THE RIGHT TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY AT MY OWN EXPENSE IF I SO CHOOSE PRIOR TO SIGNING IT.

I, on behalf of myself, my personal representatives, heirs, next of kin, spouse, and assigns (collectively “I” or “me”) hereby acknowledge and agree to the following:

1. That I am at least 21 years of age, can legally possess and use a firearm, am in proper physical condition to participate in the Training, which may require vigorous physical activity, and that I possess the proper mental health and acuity to participate in such strenuous and dangerous activities.
2. That the training is an inherently dangerous activity and involves many risks that may cause serious injury, death, or property damage, due to the dangerous resulting from the handling of ammunition and firearms, and including the intentional, accidental, or negligent discharge of firearms by DRT or participants, including myself. This risk includes the possibility of ricocheted bullets or weapon/ammunition malfunctions. Risks also include negligent actions of an DRT for other participants, including those related to rescue her medical care following injury.
3. That risks include the possibility of tripping, slipping, or otherwise falling in or on the ground, rocks, or vegetation at the site of the Training (the “Site”) and suffering injury or death. The hazards also include the risk of harm from wild animals, including but not limited to snakes, spiders, and scorpions. I agree to inspect the Site for hazards, inform DRT of any hazards I am made aware of, and take measures to protect my safety, including discontinuing the Training.

4. That the Training does not certify or qualify me to use physical or deadly force, including the use of firearms defensively or offensively, in any current or future event, whether related to the Training or not. I will use what is taught in the Training at my own risk.
5. That acknowledging and understanding the risks, and based upon my familiarity with firearms, ammunition, and firearms training programs, and in consideration of DRT's acceptance of this agreement, I voluntarily assume the risk and danger of injury or death inherent, or caused by DRT's negligence, in some or all of the Training. **I HEARBY RELEASE, DISCHARGE, AND PROMISE NOT TO SUE DRT, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, SPONSORS, AFFICIATES, SUBSIDIARIES, PARENT ENTITIES, AND ASSIGNS (hereafter collectively the "releasees" or "releasee" individually), WHETHER DOING BUSINESS UNDER THEIR OWN NAME OR ANY OTHER NAME, FOR ANY LOSS, LIABILITY, DAMAGE, OR INJURY TO MY PERSON OR PROPERTY, INCLUDING MY DEATH, ARISING OUT OF, OR RELATING TO, MY PARTICIPATION IN THE TRAINING, INCLUDING BUT NOT LIMITED TO MY ACTIONS OR DRT'S NEGLIGENCE.**
6. I hereby release the Releasees from ANY claim that such Releasees are or may be ordinarily negligent in any way related to my participation in any Training, event, activity, or other course of activity including by not limited to Training, maintenance, selection, fit or adjustment of firearms or other gear, instruction on firearms shooting skills or techniques, or other matter related to or arising from any Training or event offered by Releasees, including but not limited to my actions or DRT's negligence.
7. I assume full responsibility for my actions.
8. I hereby indemnify, save, and hold harmless DRT, its members, officers, employees, agents, volunteers, sponsors, affiliates, subsidiaries, parent entities, and assigns, from and against any loss, liability, damage, or cost any of them may incur arising out of, or relating to, Training, maintenance, selection, fit or adjustment of firearms or other gear, instruction on firearms, shooting skills or techniques, or other matters related to or arising from any Training or event offered by Releasees, including by not limited to my actions or DRT's negligence.
9. I hereby agree that if any suit or action is filed against any Releasee, or Releasees, I agree to pay all attorney's fees and costs incurred by any of them in defense of such action or suit.
10. I hereby agree that this Agreement is governed by the laws of the state of Arizona and is intended to be as broad and inclusive as it permitted by Arizona law, and that in the event that any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the provision in question shall be enforced to the extent permitted under law, and that the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. I further agree that venue shall be in Maricopa County, Arizona.
11. I hereby acknowledge that this agreement is a contract and that it is legally binding up Me.

AGREED This ____ day of _____, 20____ by

Printed Name

Signature