

STRATEGIC RESPONSE FIREARMS TRAINING, LLC

Liability Waiver And Assumption Of Risk

I, (the “Participant”) do hereby register and anticipate full participation in (the “Course”) to be given.

In consideration for being permitted to attend and participate in the Course, for instruction with firearms, for use of the property of (the “Premises”) Strategic Response Firearms Training, LLC (“Strategic Response”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant agrees to the following:

1. The Participant agrees to indemnify and hold harmless Strategic Response, its owners, instructors, employees, volunteers, assistants, or range operators from any and all fault, liabilities, cost, expenses, claims, demands or lawsuits arising out of, related to or connected with: the Participant’s presence at and/or participation in the course of instruction; the discharge of firearms by the Participant; the Participant’s presence on or use of the range, buildings, land and Premises; and any and all acts or omissions of the Participant present or future. The Participant’s participation in this training does not guarantee any certification or permit of any kind from Strategic Response, or any other agency.
2. The Participant furthermore waives for himself or herself and for his or 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 or she may have or which may arise against Strategic Response, its owners, instructors, employees, volunteers, assistants, or range operators (including but not limited to the death of the Participant and/or any and all injuries, damages or illnesses suffered by the Participant or damages to the Participant’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; the Participant’s presence on or use of said Premises; the Participant’s property (whether or not entrusted to instructor); and, the discharge of firearms. Instructor shall not be liable for, and the Participant, on behalf of himself or herself and on behalf of his or her executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly releases the instructors from any and all such claims and liabilities. The Participant 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.
3. The Participant is personally responsible for his or her own safety. The Participant agrees to follow all instruction given by instructors immediately. If the Participant has any reservations about any instructions given by any instructor, the Participant must notify the instructor of any such reservation or concern. Strategic Response instructors may, at any time and in their sole discretion, remove the Participant from the Course for actions including, but not limited to, safety violations and disorderly conduct. If the Participant is removed from the Course, the Participant must leave the Premises immediately and will not be entitled a refund of the monies paid for the Course or any materials related to the Course.

4. If, at any time, the Participant is not capable, either physically or mentally, to complete the required demands of the Course, the Participant shall immediately notify the instructor. The Participant shall perform only those techniques taught by the instructor during the Course and shall not improvise any additional techniques. Strategic Response and its instructors have no responsibility to accommodate or change the instruction of the Course to meet the needs of the Participant. Prior to the beginning of the Course, the Participant has read the requirements of the Course and is capable of performing all necessary actions to complete the Course.
5. The Participant shall immediately notify the instructor of any injury, or any injury to any fellow participant in the Course.
6. The Participant shall immediately notify the instructor of any unsafe aspect of the training area, including unsafe behavior by any fellow participant in the Course.
7. When arriving or departing the Premises, the Participant must keep all firearms unloaded and either cased or with the actions open.
8. The Participant consents to having his or her picture taken while participating in the Course. These pictures may be displayed in any and all Strategic Response Firearms Training, LLC publications, including, but not limited to newsletters, the official website, brochures, advertisements, and any and all media.
9. The Participant certifies that he or she is not a fugitive from justice or under indictment. The Participant further certifies that he or she has not been convicted of any crime that would prevent him or her from possessing a firearm and has not been adjudicated to be mentally incompetent.
10. The Participant hereby acknowledges and understands that the use of firearms and participation in the Course is a hazardous and dangerous activity, with risks including, but not limited to, personal injury or death and loss or damage to personal property. **The Participant hereby voluntarily assumes these risks.**
11. The Participant hereby acknowledges and agrees that he or she has read this instrument and understands its terms and that execution of this instrument is voluntary.
12. The Participant further acknowledges and agrees that he or she has read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures as stated by the instructor or posted on the Premises.
13. This instrument is intended to be as broad and inclusive as permitted by law and if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
14. This instrument binds the Participant and his or her executors, personal representatives, administrators, assignees, heirs, and next of kin.