

- NEShooters, LLC -
GENERAL RELEASE, LIABILITY WAIVER, INDEMNIFICATION & ASSUMPTION OF RISK
Shooting, Training and Other Activities

(Must be completed by each and every person participating and/or observing any and all NEShooters, LLC activities prior to participation and/or observation)

COURSE NAME AND DATE: _____

- 1. AS LAWFUL CONSIDERATION** for being permitted to participate in and/or observe any shooting, training, and/or any other activities sponsored, hosted, supervised, monitored, or otherwise provided in whole or in part (hereinafter collectively referred to as "activities") by **NEShooters, LLC**, their assigns, representatives, officers, directors, members, agents, employees, volunteers and/or affiliate organizations, instructor(s), and/or the property owner of the location where the activities are held (hereinafter collectively referred to as "**NES**") I, the undersigned, hereby **knowingly, voluntarily and intelligently agree** (a) to any and all of the provisions contained in this GENERAL RELEASE, LIABILITY WAIVER, INDEMNIFICATION & ASSUMPTION OF RISK, (b) that no oral presentation, statements or inducements apart from this written agreement have been made, and (c) that I have no medical, psychological, or other condition, permanent or temporary, that would prevent me from knowingly, voluntarily and intelligently entering into this agreement or participating in and/or observing **NES** conducted activities.
- 2. I UNDERSTAND AND ACKNOWLEDGE** that the use of firearms is an inherently dangerous activity. I hereby agree to assume any and all risks, hazards and dangers involved in participating in and/or observing any activities conducted by **NES** including those involving the use of firearms and born from negligence. Such risks, hazards, and dangers include, but are not limited to, potential eye damage, ear damage, burn hazards, lead poisoning, bodily injury, serious bodily injury, and/or death and knowing the present condition, I further understand and acknowledge the risks, hazards and dangers inherent in these public activities including, but not limited to, the damage to or theft of my property. I also fully understand and acknowledge that such risks, hazards, and dangers being assumed by me may increase during the time I am participating in and/or observing any and all **NES** conducted activities.
- 3. I ACCEPT AND ASSUME** all risks, hazards and dangers, known and unknown, for any and all injuries, physical or economical, that I may suffer due to; the acts, omissions and/or negligence of **NES**, myself, or any other person or entity participating in and/or observing **NES** conducted activities, whether with or without the permission of **NES**; the physical condition of the area where any and all such activities are held; equipment failures and/or defective equipment; and any acts of God whether foreseen or unforeseen. I further agree to indemnify, save and hold harmless **NES** for any and all such injuries. I hereby consent to receive medical treatment and be responsible for the payment of same, which may be deemed advisable in the event of injury, accident and/or illness during my participation in and/or observation of **NES** activities. I hereby further consent to expulsion from the **NES** conducted activities should I engage in any unsafe act including, but not limited to, the use of alcohol or any other substance that may impair my judgment or ability to safely participate in and/or observe the **NES** conducted activities.
- 4. I HEREBY**, on behalf of myself, my heirs, distributees, beneficiaries, legal representatives, next of kin and assigns, **release, waive, discharge, and covenant not to sue, make a claim against, or otherwise prosecute NES**, from any and all liability resulting in the damage to or theft of my property, the injury, disability or death of my person, and/or any costs or expenses incurred; whether caused from the acts, omissions, or negligence of **NES**, participants, observers, or other persons or entities while I am participating in and/or observing any and all **NES** conducted activities.
- 5. I HEREBY AGREE**, on behalf of myself, my heirs, distributees, legal representatives, next of kin and assigns, to indemnify, save and hold harmless **NES** from any loss, liability, damage, expense, or cost that **NES** may incur due to my presence, act, omission, or negligence while I participate in and/or observe any and all **NES** conducted activities. I further agree to compensate and/or reimburse **NES** for any loss, liability, damage, expense, or cost, including attorney fees, resulting from any claim brought against **NES** for the damage to or theft of another's property, the injury, disability or death of another, and/or the costs or expenses incurred by another that arises as a result of my presence, act, omission, or negligence while participating in and/or observing any and all **NES** conducted activities.
- 6. I ACCEPT AND ACKNOWLEDGE** that photography and/or videography, including digital, audio and streaming media recordings may occur during my participation in and/or observation of these **NES** conducted activities and I authorize **NES** to use my likeness in any and all of the **NES's** printed, video or digital publications, including streaming media, without any right to royalties or other compensation arising from or related to the use of my likeness, as the same is the property of **NES**. I voluntarily authorize the editing, altering, copying, exhibiting, publishing, distributing and/or streaming of the photographs and video or digital images for any and all lawful purposes. I waive my right to inspect or approve any of the same.
- 7. I HEREBY CERTIFY** that I am not prohibited from owning, possessing, controlling, purchasing, selling, or transferring firearms under State or federal law. I specifically certify that (a) I have not been convicted of any felony, (b) I have not been convicted of any misdemeanor crime of domestic violence, (c) I have not been convicted of any violation of 18 U.S.C. § 922, (d) I am not subject to any injunction or order of protection that would prohibit my possession of a firearm, (e) I have not been deemed by a Court of law as legally incompetent as result of a mental illness or substance abuse, and (f) I have never been affiliated with or belonged to any gang or other illegal organization involved or engaged in any illegal activities (including international or domestic terrorist organizations that advocate the violent overthrow of the United States government).
- 8. I HEREBY AGREE** that this GENERAL RELEASE, LIABILITY WAIVER, INDEMNIFICATION & ASSUMPTION OF RISK is intended to be interpreted as broad as is permitted by the laws of the State in which the **NES** conducted activities are held. I further agree that if any of the provisions in this agreement are held to be invalid, such provision shall be stricken and the remainder of the agreement shall remain binding upon me and shall continue in full force and effect.

I, swear or affirm that I, being over the age of eighteen (18) years or signing on behalf of minor for whom I am the legal guardian of and have the lawful authority to sign for, have carefully read all of the provisions of this agreement prior to signing it and all of the statements contained herein are true and correct. I understand that NES is allowing me or the minor for whom I am signing, to participate in and/or observe any and all NES conducted activities in reliance of my warranted provisions and statements contained in this GENERAL RELEASE, LIABILITY WAIVER, INDEMNIFICATION & ASSUMPTION OF RISK, which I am signing knowingly, voluntarily and intelligently.

Printed Name

Printed Name of Minor

Signature

Date

Mailing Address

City, State, Zip Code

Phone Number

Email Address