



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

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

Undersigned agrees to indemnify, hold harmless and defend **David A Roseberry, dba Patriot Firearms Training Academy LLC**, (hereinafter referred to as "**Instructor**") from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: Undersigned; Undersigned's presence on or use of range, building, land and premises ("Premises"); and, any and all acts or omissions of Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and any 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 may arise against instructor (including but not limited to the Death of the Undersigned and/or any and all injuries, damages or illness suffered by Undersigned or Undersigned's property), which may, in any way arise whatsoever arise out of, or be related to or be connected with the course of instruction; the Premises, including any latent defect in the Premises; Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to "**Instructor**"); and the discharge of firearms. "**Instructor**" shall not be liable for, and Undersigned, on behalf of himself/herself executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby expressly releases the "**Instructor**" from any and all such claims and liabilities.

Undersigned 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, the instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by range rules and procedures stated by the "**Instructor**".

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

Undersigned: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_