

ARCHANGEL DEFENSE, LLC
WAIVER

PLEASE READ OVER CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND A
WAIVER OF CERTAIN RIGHTS.

In consideration for my being permitted to be on the property and or participate in the activities of sport shooting and or training I agree to the following waiver and release.

I agree that the activities involved in the shooting sports and or training have inherent risks, hazards, and dangers for anyone, which cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- The risks of handling firearms and being near others that have firearms in their possession.
- The risk of ear damage from noise.
- The risk of injury from ammunition, target pieces, and shot from other firearms.
- Ricochets from targets or projectiles.
- Inclement weather conditions, animals, insects, and plants found in the wild.
- The risk of damage to property by others or flying debris or projectiles.

For ear and eye protection, we recommend you use proper ear plugs or muffs and protective glasses. If you do not, you are doing so at your own choice, and in violation of our rules.

I understand the risks, hazards and dangers as described above and have had the opportunity to discuss them with Archangel Defense, LLC. I understand that these activities require good physical conditioning and a degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.

I AM VOLUNTARILY USING THE SERVICES, PROPERTY AND FACILITY OF ARCHANGEL DEFENSE, LLC, EMPLOYEES, AND PROPERTY OWNER WITH THE FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I for myself, my heirs, successors, executors, and subrogates hereby KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, INDEMNIFY, AND HOLD HARMLESS ARCHANGEL DEFENSE, LLC and their owner, instructors, officers, agents, employees, Land Owners, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, acts, omissions, and/or NEGLIGENCE of any kind or nature by anyone, including but not limited to negligence of Archangel Defense, LLC, its agents, employees, Land Owners, and volunteers whether foreseen or unforeseen arising directly or indirectly out of any damage, loss, injury, paralysis, or death results from negligence.

Subrogates, further agree not to sue Archangel Defense, LLC, its agents, employees, Land Owners and volunteers as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of the training and sport shooting.

- I am not under the influence of drugs or alcohol.
- I will not use drugs or alcohol while handling firearms or participating in the training and shooting sports.
- I have not been denied the purchase of a firearm through the lawful means.
- I am lawfully permitted to possess and handle a firearm.
- I have not been convicted of a felony or domestic violence.
- I am not depressed or having suicidal or homicidal thoughts nor have I made plans to carry out an act of suicide or homicide.
- I understand that if I have rented a firearm it is not permitted to leave the property or be used in a manner other than what was specified at the time of rental.
- I will seek instruction from a Range Safety Officer prior to handling any firearm if I am not familiar with.
- If I do not understand a range rule or procedure or feel there is a safety risk to myself or others I will notify a Range Safety Officer immediately.
- I understand that I am responsible for any damage to myself, property, or persons by my use or misuse of firearms or actions while on site of Archangel Defense, LLC, it's agents, employees, Land Owners, or volunteers.
- If I am signing for a minor I have full legal authority to sign as their guardian and waive their rights. Furthermore if there is a challenge to my right as legal guardian authority I will pay for any expenses including legal fees involved in any lawsuit or action that may arise.
- If I am a minor under the age of 18 years old I will not handle any firearms without explicit instruction and supervision by my legal guardian.

Full Name (Print): _____ Date: _____

Signature: _____ Email: _____

Address: _____

Emergency Contact: _____



FTA RELEASE AND WAIVER

The individual named below (referred to as "**I**" or "**me**") desires to participate in _____ ("**Activity**" or "**Activities**") provided by the FTA member (the "**Member**"). As lawful consideration for being permitted by the Member to participate in the Activity, and the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE MEMBER. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE MEMBER OR OTHERWISE. **Initial:** _____

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Member, its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Member or any Releasees or otherwise. I covenant not to make or bring any such claim against the Member or any other Releasee, and forever release and discharge the Member and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Member and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, that are incurred by the indemnified party arising out of or related to any third-party claim alleging any bodily injury to or death of any person, or damage to real or tangible personal property caused by my negligence or other more culpable act or omission (including any reckless or willful misconduct) in connection with my participation in the Activities.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration, or in default thereof appointed by the AAA in accordance with its Commercial Rules. The award rendered by the arbitrator shall be final, non-reviewable, and non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. The place of arbitration shall be Los Angeles, California. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award punitive damages or consequential damages.

I IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO MY PARTICIPATION IN THE ACTIVITIES. I CERTIFY AND ACKNOWLEDGE THAT I MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY. **Initial:** _____

This Agreement constitutes the sole and entire agreement of the Member and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Member and me and their respective successors and assigns.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE MEMBER.

Signed: _____ Printed Name: _____

Address: _____ Date: _____