

# WAIVER OF LIABILITY, HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT FOR FIREARMS INSTRUCTION COURSE

1. In consideration for receiving permission to participate in the firearms instruction course (hereinafter referred to as ACTIVITY). I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Tony Torre, Mark Barros and Urban Survival Craft their officers, agents, servants, or employees (hereinafter collectively referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to instruction in the use of firearms, the discharge of firearms and the firing of live ammunition. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and/or my property. AFTER DUE CONSIDERATION OF THE FOREGOING, I KNOWINGLY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that, Tony Torre, Mark Barros and Urban Survival Craft do not maintain any insurance policy, covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
5. It is my express intent that this Waiver of Liability, Hold Harmless and Assumption of Risk Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless and Assumption of Risk Agreement shall be construed in accordance with the laws of the State of Florida.
6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE, WARRANT AND REPRESENT THAT:
  - a. I have fully read the foregoing Waiver of Liability and Hold Harmless and Assumption of Risk Agreement;
  - b. I am NOT currently under indictment or information for a felony, I am not on Probation or Parole, and my rights to possess a firearm have not been suspended or revoked; and
  - c. If I am not a native English Speaker, I am confident in my ability understand English, OR IF NOT, I AGREE THAT I AM NOT AUTHORIZED TO PARTICIPATE IN ANY ACTIVITY REFERENCED HEREIN.

I have fully understood the document and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## PARTICIPANT;

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the said activity.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date