

## RELEASE OF CLAIM AND ASSUMPTION OF RISKS

This release and assumption of liability is signed prior to entrance upon the range and is to the benefit of the range owners, managers, parent, subsidiaries, employees and beneficiaries ("Modern Shooting Solutions"). Entrant signs this release of their own free will and without compulsion. I, or for the minor person(s) listed below and having legal capacity to so act on their behalf, (hereinafter "I") have chosen to participate in firearms training ("Special Activities") at Modern Shooting Solutions.

### AFFIRMATION:

By signing below, I affirm the following: (1) I am able to lawfully possess, own and use a firearm. (2) I have purchased my firearm(s) and equipment from a reputable dealer and manufacturer. (3) I am competent to handle the firearm that I have brought and purchased ammunition that is in good working order and inspected it for malfunctions. (4) I am mentally fit to handle, possess and use firearms and I am not aware of any condition that would prevent me from handling a firearm safely. (5) I will comply with all directions and guidance given before, during and after the shooting event. (6) I am responsible for my own acts, including but not limited to carelessness, ignorance, negligence, willful and wanton conduct, gross negligence and strict liability offenses both in tort and criminal actions. (7) For female entrants, I represent that I am not pregnant. (8) I am not aware of any medical condition that would impede my ability to handle firearms safely.

### ASSOCIATED RISKS:

I understand that Special Activities are inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hypothermia, death, equipment failures, and negligence of others; and as a consequence of these risks, whether they are known or unknown at the time of this form, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged; hospital facilities, qualified medical care, and emergency medical evacuation may be limited or

unavailable during portions of Special Activities; and I understand that the

Modern Shooting Solutions assumes no responsibility for providing medical care during Special Activities, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in Special Activities, I agree to the terms contained in this document.

### ASSUMPTION OF RISK:

I hereby freely assume all of the risks, known and/or unknown, associated with Special Activities and any harm, injury or loss that may occur to me or my property as a result of my participation in Special Activities.

### LIMITATIONS OF LIABILITY:

I hereby release the Modern Shooting Solutions, FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during Special Activities or in any way related to Special Activities. This release includes claims for negligence and claims for strict liability for abnormally dangerous activities. Modern Shooting Solutions WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY CAUSED BY PARTICIPATION IN THE SPECIAL ACTIVITIES. SWEAT SPRINGS RANGE WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL DAMAGES, LOST PROFITS AND DAMAGES. EVEN IF THERE IS NEGLIGENCE BY Modern Shooting Solutions OR BY AN AUTHORIZED REPRESENTATIVE. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR SUCH DAMAGES.

INDEMNIFICATION HOLD HARMLESS AND DEFENSE:

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I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND Modern Shooting Solutions against any and all claims. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Sweat Springs Range against any and all claims for my own negligence, and any other claim arising from my conduct during the Special Activities. In accordance with these promises, I will reimburse the Sweat Springs Range for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this form will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

AGREEMENT TO FOLLOW DIRECTIONS: I

agree to follow any rules for the Special Activities.

MISCELLANEOUS:

This form is governed by and shall be construed in accordance with the laws of the state of Utah, without any reference to its choice of law rules. I agree that any dispute arising from this Form or in any way associated with Special Activities shall be brought only in Washington County, Utah and I agree to the jurisdiction and venue of those court(s) for any such dispute. I agree that the purpose of this form is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Utah law. I agree that if any portion or provision of this form is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid

provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the form. In any litigation in which the validity or enforceability of this form is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the terms of this form. I have fully informed myself of the contents of this form by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

If the participant is a minor, signature of parent or responsible adult is required below: In consideration of the minor child being permitted to participate in Special Activities, I accept and agree to the full contents of this form.

Name:

Signature:

Date:

For Minor Child (if applicable)

Emergency Contact:

Emergency Contact Number:

