RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, & ASSUMPTION OF RISK AGREEMENT – HAZARDOUS / DANGEROUS ACTIVITY.

I, the undersigned, in consideration for the opportunity to participate in firearms training held at (location)_____ on (date)_____ and conducted by Basic Firearms LLC, do, on behalf of David Lindly Zander, Robert Glenn Harris, Leland Joseph Taylor, or our heirs, spouses, successors, assigns, and anyone acting for Basic Firearms LLC, **hereby forever release, waive, discharge, and covenant not to sue,** instructor(s), range safety officers, real property owner(s) their respective heirs, assigns, lessees, affiliates, trusts, agents, assistants, volunteers, organizations, representatives, officers, employees, employers, sub-contractors, or affiliates from liability for **any and all claims for injury (including death) or property loss or damage,** including from negligence, gross negligence, willful or wanton conduct, or recklessness, of any party, to include any future claims of faulty or negligent instruction.

Assumption of risk: I understand that **certain dangers and risks** may arise from my participation in the hazardous activity of shooting firearms and being in the vicinity of others who are shooing, including, but not limited to, gunshot wounds, lacerations, contusions, burns, falls, insect bites, insect born disease, broken bones, hearing damage, lead exposure, and death. I understand and accept these risks and will be responsible for my own safety and wellbeing. I hereby assert that my participation is voluntary and that **I knowingly assume all risks,** including all risks involved with handling, carrying, and shooting firearms in the future for any purpose whatsoever.

Indemnification and hold harmless: I hereby agree to indemnify and hold harmless all of the released parties listed above from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including actual attorney's fees, brought as a result of my participation and to reimburse them for any such expenses incurred.

Representations: I state, represent, and attest that I am **NOT:**

1. Pregnant or nursing.
2. Under the influence of any medication, drug, or substance which might impair coordination or judgement.

3. A convicted felon or domestic violence misdemeanant.
4. An illegal alien.
5. Otherwise prohibited by law from possessing a firearm.
6. Diagnosed with a serious mental illness or any mental or physical condition which would prevent me from handling and operating firearms safely, or which may be aggravated or exacerbated by this activity.
7. Under 21 years of age.

Furthermore, I agree to fully comply with rules, regulations, and safety instructions whether posted on the premises, or communicated to me verbally or in writing. I understand that I may call an immediate "cease fire" if I observe any unsafe activity or, condition. I agree to immediately stop shooting and ask for assistance/instruction if, at any time I am unsure about how to operate the firearm I am using, including target selection.

Severability: The undersigned further expressly agrees that the foregoing waiver, assumption of risk, and indemnification agreement is intended to be as broad and inclusive as permitted the law of the state of Michigan, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of understanding:

I have read this waiver of liability, assumption of risk and indemnity agreement, understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability to the greatest extent allowed by law.**

Indemnification

I (printed name of participant): _____ have produced the following form of identification and **certify that the information on it is correct.** MI Driver's License #_____

Signature_____ Date_____