

RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in firearms-related activities at Tim's Shooting Academy of Westfield ("TSAW"), including but not limited to use of the shooting range and/or participation in firearms training, I hereby release, waive, discharge and covenant not to sue Tim's Shooting Academy of Westfield (a sub-S corporation), Tactical Firearms Training, LLC, and their owners, officers, servants, agents, shareholders, subcontractors and employees (hereinafter collectively referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by Releasees' own negligence or otherwise, while participating in firearms-related activities at TSAW or otherwise upon the premises.

2. I am fully aware of risks and hazards connected with being on the premises and participating in firearms-related activities at TSAW, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in firearms-related activities at TSAW, and I hereby elect to voluntarily participate in firearms-related activities at TSAW, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I 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 to property owned by me, as a result of my being a participant or observer in firearms-related activities at TSAW, whether caused by Releasees' own negligence or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the Releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in firearms-related activities at TSAW, whether caused by the Releasees' own negligence or otherwise.

4. It is my express intent that this Release shall bind myself, my insurers, subrogees, contracts and assigns, as well as the members of my family and spouse, my heirs, assigns and personal representative(s), and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named Releasees. In signing this release, I agree, acknowledge and represent that:

- A. I HAVE READ THE FOREGOING RELEASE, UNDERSTAND IT, AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; or I am under the supervision of a fully competent adult, who shall be solely responsible for my safety and who also executes this Release on my behalf and as my next friend;
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. If I breach the terms of this Release and bring a lawsuit against any Releasee in violation of the terms hereof, I shall be liable for Releasee's damages, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____,

Participant Signature: _____

Printed: _____

Parent Signature (if Participant is under 18): _____

Printed: _____