



## Shooting Range Liability Release

In consideration of the undersigned being granted permission to engage in "Activities," as hereinafter defined, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned on behalf of the undersigned and any listed minor ("the Participants"), as to whom the undersigned represents and warrants that this is such minor's parent or legal guardian, and on behalf of the Participants' heirs, successors and assigns, personal representatives, guardians and next of kin, agrees as follows:

### 1. Assumption of All Risks

- a. I acknowledge that the Activities are inherently and unavoidably dangerous (the hazards and dangers include but are not limited to the risk of:
  - i. handling firearms, other weapons and munitions,
  - ii. being near others who are handling firearms, other weapons and munitions
  - iii. being exposed to lead and may result in serious bodily injury, death or property damage and that, by the signature below, I knowingly, voluntarily and willingly assume all risk relating to all Activities conducted on or off the Premises.
- b. I agree to take full responsibility for the selection, examination, adjustment, control, approval and conduct of all Activities, including, without limitation, the condition and adjustment of all shooting and related equipment, including any firearms, weapons or ammunition.
- c. I warrant and represent that I have sufficient experience and skill to undertake the Activities in which I elect to engage.
- d. I assume full responsibility for and risk for bodily injury, including death, or property damage due to the Activities, including such injuries as may be due to the negligence or carelessness of the "Releasees" as hereinafter defined, including without limitation, any claim or injury resulting from the existence of hidden, latent, or obvious defects in or about the Premises or any equipment supplied or approved by the Releasees.
- e. I acknowledge that I am under no obligation to engage in the Activities and that I am voluntarily participating in the Activities.
- f. I acknowledge that I have received safety instruction prior to engaging in any Activities and I am satisfied with the sufficiency of such instruction for the Activities in which I have decided to engage.

### 2. Full Release and Waiver of Claims

- a. I hereby forever release, acquit, discharge, waive, hold harmless and covenant not to sue the Releasees from or for any and all liabilities, claims, demands or causes of action, including all costs, medical expenses and attorney's fees associated therewith, that I may have by reason

of any Activities, including, but not limited to any claims or losses arising by reason of the Releasee's passive or active negligence or any hidden, latent, or obvious defects at or on the Premises or in any equipment used, whether or not supplied or inspected by Releasees.

- b. I agree to indemnify, hold harmless and defend the Releasees from any and all losses, liabilities, claims, damage, or costs, including attorney's fees, that the Releasees might incur as a result of the Participants' engaging in Activities, whether caused by the negligence of the Releasees or otherwise.
- c. I, THE UNDERSIGNED, PROMISE TO NOT SUE ANY OF THE RELEASEES FOR ANY CAUSE OF ACTION WHATSOEVER, EVEN FOR CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR FROM HIDDEN, LATENT, OR OBVIOUS DEFECTS IN THE PREMISES OR EQUIPMENT SUPPLIED OR APPROVED BY THE RELEASEES.
- d. It is further understood and agreed that this agreement shall cover all bodily injuries (including death), property damage, and any other damage or injuries, known or unknown, regardless of the severity of the injuries or damages.
- e. This agreement shall not be subject to any claim of mistake of fact, and this agreement expresses a full and complete waiver of all liability claimed and disputed, regardless of the type of injury or circumstances concerning any injury. This agreement is intended to forever bar any claim the Participants might have, and is intended to be final and complete.
- f. This agreement constitutes the entire agreement between the Participants and the Releasees regarding the subject matter of this Release. Any prior oral representations or agreements concerning this subject matter are expressly superseded by this Release, which may not be altered, amended, or revoked except by an instrument in writing signed by the Releasees.

### 3. Virginia

- a. Warning: Under Virginia law (§ VA Code 3.2-6400), there is no liability for an injury or death of a participant in an agritourism activity conducted at this agritourism location if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in the agritourism activity.

### 4. Definitions

- a. "Activities" shall mean all conditions, equipment, training, shooting or other activities in any way relating to or concerning anything which occurs on the Premises or any other activity or undertaking which may be performed outside of any building or structure which is in any way related to anything which occurs on the Premises, including without limitation, any activities or endeavors related to law enforcement, governmental or military actions (whether overt or covert), quasi-governmental activities, weapon discharge or handling, firearm practice or shooting (including all forms of rifles or assault weapons, shotguns and handguns, whether automatic or not), terrorist or other illegal activities or other interdiction or extraction of persons from buildings or other confinement, animal interaction (including wildlife and domestic animals), any activity undertaken on or off the Premises relying upon, as a result of or relating to any of the training at the Premises and any and all other activities and/or equipment used in connection with any of these activities or in any way relating to any of these activities.

- b. "Participants" shall mean the undersigned, any minor child for whom the undersigned is responsible, and their heirs, successors and assigns, personal representatives, guardians and next of kin
- c. "Premises" shall mean any and all property, whether real or personal, belonging to, possessed by or under the control of the Releasees, particularly including the facility at 289 Union Shiloh Lane, Jamaica, Virginia 23079, and any other property upon which Activities occur, exist or take place, whether or not subject to the ownership, possession or control of the Releasees.
- d. "Releasees" shall mean Off Road Training, Inc. and any and all officers, employees, agents, managers, insurance carriers, invitees (whether business or not) and guests.

5. Consent to Arbitration and Waiver of Jury Trial.

- a. Any and all disputes arising out of or relating to this Agreement or the breach thereof, or any Activities or any injury, liability, claim, demand or cause of action resulting from or relating to any Activities, will be decided in Middlesex County, Virginia. Judgment on any arbitration award may be entered in any court of competent jurisdiction.
- b. The Participants hereby waive any and all rights to any proceeding in any court, whether federal or state, or any administrative proceeding against the Releasees and agree that their sole remedy, if any, will be an arbitration pursuant to paragraph 4 a. of this Agreement. The Participants expressly waive any right to Trial by Jury.

6. Enforceable Agreement

- a. I acknowledge that this agreement is intended to be as broad and as inclusive as permitted by the laws of the Commonwealth of Virginia.
- b. If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
- c. I acknowledge that I have read this agreement, understand it and voluntarily sign it. I acknowledge that no oral representations, statements or inducements apart from the foregoing written agreement have been made by or on behalf of the Releasees.
- d. I acknowledge that this agreement shall remain in effect until it is expressly revoked in writing by Releasees.

7. Participants' Representations

I represent and warrant that I am at least 18 years of age and have full legal capacity to execute this agreement and be bound by its terms.

OR

I represent and warrant that I am the legal guardian of the minor listed below and that I have full legal capacity and authority to execute this agreement on behalf of said minor