



RELEASE AND HOLD HARMLESS AGREEMENT

I _____, am above the age of 18 years, and hereby acknowledge I have voluntarily applied to enter on to and engage in or observe shooting, instruction, and other activities at the Guns N Gear, LLC ("Company") facility. I further acknowledge and understand that "shooting, instruction, and other activities" includes any and all activities of any kind whatsoever in which I engage or observe while at Company facilities, whether or not sponsored by the Company. This Release and Hold Harmless Agreement will be valid until 5 years from date of execution.

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1. **Acknowledgement of danger.** I acknowledge and understand that shooting activities are inherently dangerous and involve both known and unanticipated risks which could result in property damage and physical or emotional injury or death to myself or other persons. The risks include, but are not limited to, being shot by or shooting myself or others, loss of hearing or eyesight, inhalation or other harmful contact with lead or other contaminants, or being struck by flying or falling objects. I further acknowledge that instruction in these and related activities, with or without the use of weapons lunt weapons or any substitute or training aid, is an inherently dangerous activity which involves substantial risk of serious bodily injury or death. I further acknowledge that no matter what precautions I may take, including the wearing of protective gear (including hearing and eye protection), I could experience injury of a very serious nature or die as a result of an accident or incident. I therefore engage in such activities voluntarily and at my own risk.

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2. **Assumption of Risk.** I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON COMPANY FACILITIES, IN ENTERING THE COMPANY FACILITIES, IN USING COMPANY FACILITIES AND EQUIPMENT, AND IN ENGAGING IN OR OBSERVING SHOOTING, INSTRUCTION AND OTHER ACTIVITIES ON COMPANY PROPERTY AND FACILITIES. There have been no express or implied representations to me on behalf of the Company except as set forth in this Agreement.

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3. **Condition of Equipment.** I have, prior to engaging in any shooting, instruction and other activities at the Company, determined and represent that, by professional standards, my personal shooting equipment, firearms, ammunition, and all related items are in good condition and suitable for the activity in which I will engage. I UNDERSTAND AND AGREE THAT ALL MY SHOOTING EQUIPMENT, FIREARMS, AMMUNITION, AND RELATED EQUIPMENT MAY SUBJECT TO INSPECTION BY COMPANY PERSONNEL, AND IS SUBJECT TO REJECTION FOR USE AT THE COMPANY'S DISCRETION PRIOR TO OR DURING ITS USE. I further acknowledge and understand that the Company makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any shooting range facilities or equipment, including, but not limited to, firearms ammunition, eye/hearing protection, and first aid supplies.

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4. **Physical and Mental Condition & Medical Care.** I acknowledge and represent that I, and my guests and/or minors accompanying me, am/are in sufficient physical and mental condition to engage in shooting, instruction and other activities. I further acknowledge and understand that the Company has no duty to undertake first-aid or rescue operations or procedures in the event any property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries to myself, my guests/minors accompanying me, or third parties.

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5. **Comprehensive Release.** I DO HEREBY, ON BEHALF OF MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS, GUARDIANS, ASSIGNS AND LEGAL AND PERSONAL REPRESENTATIVES, UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE OR OTHERWISE INITIATE LEGAL, EQUITABLE OR SIMILAR ACTIONS OR TO OTHERWISE FILE A COMPLAINT OR OTHER ACTION FOR CONTROVERSY RESOLUTION OR OTHERWISE SEEK DAMAGES, LOSSES, COSTS, ATTACHMENTS OF PROPERTY, OR LIABILITY OF ANY KIND, OR FOR EXPENSES OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED,

FIXED OR CONTINGENT, AGAINST THE COMPANY, THE COMPANY'S SUCCESSORS, ASSIGNS, OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, GUESTS, AGENTS, REPRESENTATIVES, ATTORNEYS, INDEPENDENT CONTRACTORS, SUBSIDIARIES, AND AFFILIATES, AND EACH, EVERY AND ALL PERSONS ACTING BY THROUGH, UNDER OR IN CONCERT WITH ANY OF THEM (COLLECTIVELY, "RELEASED PARTIES"), FOR ANY AND ALL PERSONAL, EMOTIONAL OR PSYCHOLOGICAL INJURIES, INCLUDING BUT WITHOUT LIMITATION ANY KNOWN OR UNKNOWN INJURIES, INJURIES TO PROPERTY (REAL OR PERSONAL), KNOWN OR UNKNOWN, OR WRONGFUL DEATH OCCURRING BY ANY REASON WHATSOEVER RELATED TO THE COMPANY AND MY PARTICIPATION IN OR OBSERVATION OF SHOOTING, INSTRUCTION OR OTHER ACTIVITIES ON OR ABOUT THE COMPANY'S PREMISES AND/OR FACILITIES, EVEN IF SUCH CLAIMS, DEMANDS, DAMAGES, EXPENSES, CAUSES OF ACTION, ATTACHMENTS OF PROPERTY, OR LIABILITY RESULT PARTIALLY OR WHOLLY FROM ANY ACT OR ACTS, ANY NEGLIGENT ACT OR OMISSION TO ACT, INCLUDING NEGLIGENT OR OMITTED FIRST-AID OR RESCUE OPERATIONS OR PROCEDURES, BY THE COMPANY OR ANY THIRD PARTY. This Release shall pertain to any claims which are known or unknown, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by me on the date of execution of the Agreement, may have materially affected my decision to execute this Agreement and specifically this Release.

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6. **Indemnity.** I, my heirs, executors, administrators, guardians, assigns and legal and personal representatives, do hereby indemnify and hold harmless, without qualification or limitations, the Released Parties from and against any and all claims, demands, damages, causes of action, attachments of property, or charges of every kind and nature, including reasonable attorneys' fees and costs, which I, my heirs, executors, administrators, guardians, assigns or legal and personal representatives, my guests and/or minors accompanying me, or any third party may claim to have for property damage, personal injuries, emotional or psychological injury, or death, whether suffered by me, my guests and/or minors accompanying me, or any third party, arising from me, my guests and/or minors accompanying me, from entering Company facilities, using Company facilities or equipment, or engaging in or observing shooting, instruction or other activities at the Company facilities, even if such claims or liability result partially or wholly from any act or omission, including from the provision of first-aid or rescue operations by the company.

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7. **Governing Law & Attorney's Fees.** This Agreement shall be governed by and construed according to the laws of the State of Idaho. Should any party hereto institute any action or proceeding against the other party, the prevailing party shall be entitled to recover all attorneys' fees and costs arising from such action or proceeding.

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8. **Range Rules.** I have read, understand, and agree to follow the regulations posted on the range and set forth in a separate document entitled "Guns N Gear Range Rules," a copy of which has been made available to me by the Company. I also understand that hearing and eye protection are mandatory at all Company shooting areas for all persons at all times. I agree that I will not fire or discharge any firearm except in areas so designated by the Company.

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9. **Entire Agreement.** I acknowledge and agree that this document includes our entire Agreement, is intended to be as broad and inclusive as permitted by law, and that if any provision, portion, or clause is held to be invalid, void, or otherwise unenforceable, I agree and intend that the remaining provisions or portions shall continue and remain in full legal force and effect.

Where my initials appear above, I acknowledge that I have read, understood and agreed to the provision beside those initials. My signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a legal guardian on behalf of a person under the age of 18 years, then all provisions of the Agreement shall pertain to the undersigned and the Minor.

SIGNATURE _____ **DATE** _____

Minor/Guest Name: _____

ADDRESS _____ **CITY: STATE: ZIP:** _____

PHONE: _____ **EMAIL:** _____