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ELEMENT 83 TACTICAL
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**THIS AGREEMENT MUST BE SIGNED EACH TIME CUSTOMER VISITS
ELEMENT 83 LLC RELEASE AND HOLD HARMLESS AGREEMENT**

I (print your name) _____ presently
residing at (Street Address) _____
(City) _____
(Zip Code) _____, being above the age of 18 years or the legal guardian of
_____ (the "Minor"), on behalf of myself and the Minor, in consideration of the
rates charged and the right to enter and use the facilities and services of Element 83 Tactical (the
"Company") do hereby enter in this Release and Hold Harmless Agreement (this "Agreement")
on this ____ day of _____, 20 __ __, and consent and agree that:

Iinitial here **1. Acknowledgement of Danger.** I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I therefore engage in such activities voluntarily and at my own risk.

Iinitial here **2. Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to myself and others, and causing damage(s) to property, which originate from participating and otherwise engaging in sport shooting. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification. There have not been any express or implied representations to you on behalf of the Company except as set forth in this Agreement.

Iinitial here **3. Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition to engage in sport shooting on this range.

Initial here **4. Condition of Equipment.** I have, prior to engaging in any sport shooting at the Company, determined that, by professional standards, my shooting equipment, ammunition, and all corresponding items are in good condition and suitable for the shooting contemplated by this Agreement. Do not violate state or federal regulations.

Initial here **5. Comprehensive Release.** I do hereby, on behalf of myself and my heirs executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge the Company, the Company's successors, assigns, owners, shareholders, directors, officers, employees, 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"). I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for controversy resolution or otherwise seek losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, wrongful death, and any and all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the Company and my sport shooting on or about the Company's premises and/or facilities. This Release shall pertain to any claims which were 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 this Agreement, may have materially affected my decision to execute this Agreement and specifically this release.

Initial here **6. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.** I acknowledge and agree that by reason of the Release set forth in paragraph 5 above, I am assuming all risk of bodily injury, death or property damage and all other unknown and unanticipated claims, and I agree that my Release of all Released Parties contained in this Release applies there to. In connection there with, ***I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code, which reads as follows: "A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."***

Initial here **7. Indemnity.** I hereby indemnify, without qualification or limitation, the Released Parties and defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this Agreement.

Initial here **8. Governing Law; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any party hereto institute any action or proceeding against the other party at law or in equity, or in connection with an arbitration, in connection with this Agreement, the prevailing party from such action shall be entitled to recover from the losing party or parties all attorneys' fees and costs for service rendered to the prevailing party in such action or proceeding.

Initial here **9. Additional Regulations and Ammo Restrictions.** I also understand that hearing and eye protection (even while using a scope) are mandatory at all Company shooting areas for all persons at all times. I agree that I will not fire or discharge any firearm or gun except in areas so designated by the Company. Will not shoot steel core ammunition, steel case ammunition, and/or aluminum case ammunition. Any ammunition purchased or obtained from the Company will only be used at the Company's ranges. Agree to pick up my brass and/or shot gun shells along with any other trash.

10. Photo Release. I hereby authorize the company to publish the photographs taken of me, and my name, for use in their printed publications, social media, and website. I acknowledge that since my participation in publications, social media and websites produced by the Company is voluntary, I will receive no financial compensation. I further agree that my participation in any publication, social media, and website produced by the Company confers upon me no right of ownership whatsoever. I release the Company, its contractors and its employees from liability for any claims by me or any third party in connection with my participation

YES **Initial here** **I DO GIVE MY CONSENT** to the Company to take any photos of me or use my name for use in their printed publications, social media, and website.

NO **Initial here** **I DO NOT GIVE MY CONSENT** to the Company to take any photos of me or use my name for use in their printed publications, social media, and website.

Where my initials appear above, I acknowledge that I have read, understood, and agreed to the provision beside those initials. In addition, 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 this Agreement shall pertain to the undersigned and the Minor.

SIGNATURE _____

DATE _____

PHONE # _____

EMAIL ADDRESS _____