



## Clavin Consulting Firearms Training

### Waiver and Release of Liability for Participation in a Firearms Course

This form operates as a waiver and release of liability by persons participating in any course involving or related to firearms through Clavin Consulting Firearms Training (CCFT). This document applies to CCFT and all the following business partners or affiliates, and classroom / range locations that partner with CCFT including Placer Sporting Club, Lincoln Rifle Club, or any other classroom or live fire range location(s) where an CCFT course is conducted, as well as all of their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, collectively known as "Releasees" for any use in this document.

#### Waiver and Release of Liability

IN CONSIDERATION OF the risk of injury, including physical, emotional, psychological, or financial harm, that inherently exists while participating in any activity involving the use of, discussion about, or observation of firearms, ammunition, high explosives, pyrotechnic devices, or related equipment, and IN CONSIDERATION OF my desire to participate in an CCFT course involving such activity, **I HEREBY agree to all the following:**

I AM VOLUNTARILY PARTICIPATING IN THIS CCFT FIREARMS COURSE AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I agree that my participation in this course may include the use and shooting of firearms in live fire training portions, the use of mock firearms or other equipment related to firearms training, classroom discussion about laws and safety rules governing firearm use, and observations of shooting or other firearm activities in an CCFT classroom or range location. I am aware of the risks associated with participating in activities as described above, which may include but are not limited to physical, emotional, or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, and economic or financial loss. I understand that physical injuries may include, but are not limited to, bodily injury, burns, strains, fractures, partial or total paralysis, hearing loss, eye injury, blindness, heat stroke, heart attack, lead contamination, or other ailments that could cause serious disability or death. I understand these injuries or outcomes may arise from my own negligence or the ordinary negligence of others, conditions related to travel to or from the location(s) of the classroom or range portions of the course, or from conditions present at the course location(s). NOTWITHSTANDING THE ABOVE, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS CCFT FIREARMS COURSE.

IN CONSIDERATION OF my being granted the opportunity to participate in this CCFT course, I HEREBY, for myself and my heirs, executors, administrators, assigns, or personal representatives (collectively "Releasor," "I," "me" or "us" for any use in this document) knowingly, intelligently, and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY.

I CERTIFY through my signature in this waiver that I am legally able to participate in the activities included in this course and that I am not a prohibited person within the meaning of California Penal Code sections 29800-29825 and 29900, California Welfare and Institution Code sections 8100 and 8103.

I HEREBY release, discharge, and forever hold harmless all Releasees from any physical, emotional, psychological, or financial injury that I may suffer as a result of my participation in this CCFT course, including acts of ordinary negligence by Releasees, my use of any equipment, or my observation of shooting or other activities, during any CCFT classroom or range training at any location(s) where this CCFT course is conducted. I FURTHER AGREE that Releasees are not responsible for errors, omissions, acts, or failures, or any party or entity conducting a specific course or event on behalf of Releasees, and I HEREBY release, discharge, and forever hold harmless all Releasees from any physical, emotional, psychological, or financial injury that I may suffer as a result of such errors, omissions, acts, or failures. I FURTHER HEREBY indemnify, defend, and hold harmless all Releasees against all claims, suits, or actions of any kind for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including damages, attorney's fees, punitive damages, or any other related costs.

I AGREE that CCFT is not responsible for any of my possessions should they be lost, stolen, damaged, or destroyed during a CCFT course, including any firearms, firearm training related equipment, or personal possessions. I AGREE this includes any vehicle damage that may occur in driving or parking on or near any classroom or range location(s) that CCFT is lawfully using to conduct training.



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I FURTHER AGREE that, in the event any physical, emotional, psychological, or financial injury, or any damage to equipment or facilities, occurs as a result of my own willful actions, recklessness, gross or ordinary negligence, neglect, or omission, I SHALL BE HELD LIABLE for all costs associated with any such actions or omissions, and I HEREBY agree to indemnify, defend, and hold harmless, all Releasees again all such claims or costs arising from my actions or omissions.

I UNDERSTAND that activities involving the use of, discussion about, or observation of firearms, ammunition, high explosives, pyrotechnic devices, or related equipment, such as this CCFT course, may test a student's physical and mental limits and may carry with it the potential for serious physical, emotional, psychological, or financial injury as described above. **In awareness of those risks, I agree to abide by the following safety requirements:**

- I SHALL follow all safety rules posted or given verbally by any CCFT Instructor, Range Safety Officer, or staff, or any staff of any Releasees.
- I SHALL provide and properly wear my own eye and ear protection at all times while on any range during a CCFT course.
- I SHALL NOT participate in this course unless I certify through my signature on this waiver that I am medically able and properly trained to participate in the activities included in this course. I shall also abide by the decision of the CCFT Course Instructor(s), or any CCFT Range Safety Officer(s), regarding my approval to participate in any portions or activities of this course.
- I SHALL NOT be under the influence of alcohol, marijuana, illegal drugs, or any other intoxicating substance, even if obtained over the counter or through a valid prescription, while attending any classroom or range training portion (regardless of whether the range training involves live fire) of any CCFT firearms course.

I ADDITIONALLY AGREE that, in the event I should require medical care or treatment, I HEREBY authorize CCFT Instructors, CCFT Range Safety Officers, or any staff of Releasees at the location of my course to provide all emergency aid deemed necessary, including but not limited to, first aid, CPR, AEDs, arranging emergency medical transport, and sharing any medical or health information with medical personnel necessary to properly triage and treat my injuries, and I SHALL indemnify, defend, and forever hold harmless all Releasees from any injury arising from such emergency aid, even if caused by ordinary negligence. I FURTHER AGREE that I shall bear all responsibility for assuming all costs involved in my medical care and treatment, and I agree to be financially responsible for any such costs incurred as a result of such treatment. I ALSO ACKNOWLEDGE that I have been advised, through this waiver, that I should carry my own health insurance. I FURTHER AGREE this WAIVER AND RELEASE OF LIABILITY shall be governed for all purposes by all applicable laws of the state of CALIFORNIA.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND I FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY TO ALL RELEASEES. I EXPRESSLY AGREE TO RELEASE, DISCHARGE, AND HOLD FOREVER HARMLESS ALL RELEASEES FROM ALL CLAIMS OR CAUSES OF ACTION ARISING FROM MY VOLUNTARY PARTICIPATION IN THIS COURSE, AND I AGREE TO VOLUNTARILY WAIVE ANY RIGHT I MIGHT OTHERWISE HAVE TO BRING ANY LEGAL ACTION AGAINST ANY RELEASES FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE.

This WAIVER OF LIABILITY AND RELEASE shall remain in effect for the duration of my participation in this CCFT course including all instruction and training portions, events, activities, or live fire included in this course.

Student Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Driver's License State and ID Number \_\_\_\_\_ Age \_\_\_\_\_

Physical Address \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_