



## **RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO TAKE LEGAL ACTION**

**SIGNIFICANT AND BINDING LEGAL DOCUMENT - BY SIGNING YOU AGREE TO ASSUME ALL RISK OF INJURY, DEATH, AND PROPERTY DAMAGE, AND AGREE TO WAIVE LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.**

**READ FIRST:** You, the undersign and person that provides initials where applicable, acknowledge that it is your responsibility to read this document in its entirety because it does surrender specific legal rights/privileges that are associated with your ability to seek retribution for monetary costs associated with any incident, accident, injuries, or death. You also acknowledge that you have read, understand, and accept the prerequisites and requirements of the training/course you are planning to attend/participate in. This includes the possible impact on your medical limitations. **INITIAL** \_\_\_\_\_

**SPECIAL NOTE:** Battleline Tactical personnel as well as Facility Owner or Safety Officer can at any time stop training due to any safety issues/violations, and remove any personnel from training to either review the incident or conduct a safety assessment. You can be removed from the course for failure to comply with safety protocol or if any Battleline Tactical personnel, Range Owner, or Safety Officer evaluates your capabilities or health, and determine your ability to continue training. You understand that there will be NO refund for course cost if you are removed for cause. **INITIAL** \_\_\_\_\_

### **FOR PURPOSES OF THIS DOCUMENT THROUGHOUT;**

- The term "**RELEASE**" applies to the phrase (Release and Waiver of Liability and Covenant Not to Sue or take other legal action.)
- The term "**BATTLELINE TACTICAL**" means/applies to Battleline Tactical, a division of KPI, LLC, and each of their respective employees, officers, directors, owners, agents and independent contractors.
- The terms "**GUEST and I**" means/applies to you (the signer of this document), your heirs, dependents, kin, successors, guardians, and representatives.
- The term "**FACILITY**" means/applies to any permanent or temporary indoor or outdoor facility or premises owned, contracted, rented, or operated by BATTLELINE TACTICAL.
- The term "**TRAINING**" means/applies to any training, class, or course activity conducted on any FACILITY, including but not limited to, firearms, combatives/combat, weapons (of all types), personal defense, survival, combat, situational/stress simulations, simulated ammunition and live fire training exercises.
- The terms "**SIGNATURE AND INITIAL**" apply to handwritten or digital signatures. Digital signatures/initials will be/are authenticated by email history.

**INITIAL:** \_\_\_\_\_

In exchange for access to and use of the FACILITY and/or participation in TRAINING offered by BATTLELINE TACTICAL, the undersigned GUEST hereby voluntarily agrees to the following in whole:

### **THERE IS NO WARRANTY OR GUARANTEE OF SAFETY**

I understand and acknowledge that BATTLELINE TACTICAL does not warrant or guarantee the safety of any GUEST participating in TRAINING or using or entering onto the FACILITY. The TRAINING activities are inherently dangerous. BATTLELINE TACTICAL does not warrant the condition or safety of any FACILITY and does not warrant the condition or safety of any equipment installed or used at any FACILITY. Each FACILITY and all equipment are provided in an "as is" condition. GUEST is solely responsible for identifying and avoiding any dangerous conditions. Outdoor TRAINING involves risks due to exposure to the elements, terrain, vegetation, flora, fauna, insects and weather. GUEST understands and acknowledges that TRAINING activities may involve strenuous physical exertion and emotional stress. GUEST is solely responsible for determining whether GUEST is physically capable and suited for TRAINING before engaging in any TRAINING activity. GUEST warrants that GUEST does not suffer from any physical impairment or medical condition and is not under the influence of any prescription medication which would impair GUEST'S ability to safely participate in TRAINING or use the FACILITY and EQUIPMENT used in training.

**INITIAL:** \_\_\_\_\_

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

I understand that all TRAINING activities are inherently dangerous and involve significant risks, both known and unknown, which could result in serious physical injury, emotional distress, death and/or damage or destruction of property. The risks include, but are not limited to: gunshot wounds; falling; head injuries; lacerations and puncture wounds; injuries to joints or limbs; neck and back injuries; paralysis; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; being struck by flying or falling objects or fragments. I understand that such risks cannot be eliminated without compromising the essential qualities of TRAINING activities. I understand and assume all of the risks associated with TRAINING and/or use of the FACILITY and all equipment used in training, including risk of injury or death.

INITIAL: \_\_\_\_\_

**RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE OR TAKE OTHER LEGAL ACTION**

I release and waive any and all claims, causes of action and legal right to seek compensation from BATTLELINE TACTICAL for personal injury, death or property damage, which may arise from participation in TRAINING or use of the FACILITY. I further promise and agree not to initiate any lawsuit against BATTLELINE TACTICAL seeking compensation for personal injury, death or property damage arising out of participation in TRAINING or use of the FACILITY. I agree to indemnify BATTLELINE TACTICAL for any and all costs incurred if a lawsuit is filed by or on behalf of GUEST in violation of this RELEASE, and agree to reimburse BATTLELINE TACTICAL for all attorney fees and costs.

INITIAL: \_\_\_\_\_

**IMAGE AND LIKENESS RELEASE**

GUEST authorizes BATTLELINE TACTICAL to take photographs and video and audio recordings of GUEST participating in TRAINING and/or using the FACILITY and grants BATTLELINE TACTICAL permission to use any image or recording of GUEST for any commercial purposes relating to BATTLELINE TACTICAL, TRAINING or FACILITY. GUEST forever releases BATTLELINE TACTICAL from any claims relating to the use of GUEST'S image or likeness in promotions, photos, videos, etc. If GUEST is a law enforcement officer/member of military associated with undercover or covert activities it is GUEST responsibility to protect their identity and Battleline Tactical can not be held liable for any exposure/leak of that identity.

INITIAL: \_\_\_\_\_

**ACKNOWLEDGE**

By signing below, I (GUEST) acknowledge that I have read, and understand each of the terms of this RELEASE in its entirety. I understand I cannot take part in training or course until this RELEASE is signed. I also understand that if I do not agree with any or parts of this RELEASE but have not voiced/made known my concerns prior to 24 hours before course start date that I will not be refunded any of the course cost.

Guest Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Return completed forms to [BattlelineWaivers@gmail.com](mailto:BattlelineWaivers@gmail.com)

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**BATTLELINE TACTICAL ADMIN USE ONLY:**

COURSE NAME/NUMBER: \_\_\_\_\_ DATE(S): \_\_\_\_\_



## BACKGROUND INFORMATION

Email to Battleline Tactical 72 hours prior to course start date: [BattlelineWaivers@gmail.com](mailto:BattlelineWaivers@gmail.com) .

**Course Name/Number:** \_\_\_\_\_ **Date(s):** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone: Cell:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Age:** \_\_\_\_\_ **Driver's License #/State:** \_\_\_\_\_ **Concealed Carry Permit?** NO \_\_\_\_\_ YES \_\_\_\_\_

**Have you ever been charged with Domestic Violence or a Felony?** NO \_\_\_\_\_ YES \_\_\_\_\_

1. Please list all past courses, dates, and instructors: \_\_\_\_\_

2. Do you have Military, Law Enforcement, Security Experience? \_\_\_\_\_

### ATTACH PROOF OF ELIGIBILITY REQUIREMENTS:

- VALID U.S. GOVERNMENT ID (Driver's License Back and Front, Passport, etc.)
- COMPLETION OF A BASIC HANDGUN COURSE THROUGH A SIMILAR TRAINING COMPANY OR GOVERNMENT AGENCY (DD-214 SHOWING M-9 COMPLETION WILL SUFFICE FOR A BASIC HANDGUN COURSE COMPLETION.)
- OR PERMISSION FROM THE INSTRUCTORS TO ATTEND COURSE.

**SPECIAL NOTE:** Failure to provide the required information or request refund due to ineligibility 72 hours prior to course will forfeit any refund or reimbursement of cost.

Return completed forms to [BattlelineWaivers@gmail.com](mailto:BattlelineWaivers@gmail.com)