



OSPREY SHOOTING SOLUTIONS, LLC
COLORADO SPRINGS, COLORADO USA
(719) 330-9234

24 AUG 2020

SUBJECT: Osprey Shooting Solutions LLC Firearms Training Agreement; Release, Waiver, Indemnification, Hold Harmless, and Assumption of Risk

1. Whereas, in consideration of being permitted to attend a course for instruction in firearms and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Student agrees to the following: Student agrees to indemnify, hold harmless and defend Osprey Shooting Solutions, LLC (including Robert E. Mills, all employees, agents, and/or assistants) hereinafter referred to collectively or individually as "Instructor", from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to or connected with Student's presence at and/or participation in the course of instruction; the use of instruction in the future; the discharge of firearms by Undersigned, Undersigned's presence on or use of the range, building, land, and premises ("Premises"); and, any and all acts or omissions of Student. Student furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against Instructor (including but not limited to the death of Student and/or any and all injuries, damages or illnesses suffered by Student or Student's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Premises, including any latent defect in the Premises; Student's presence on or use of said Premises; Student's property (whether or not entrusted to Instructor); and the use of ammunition and discharge of firearms. Instructor shall not be liable for, and Student, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby expressly release the Instructor from any and all such claims and liabilities. Student hereby expressly assumes the risk of taking part in the course for instruction in firearms and taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition. Student hereby acknowledges and agrees that Student has read this instrument and understands the terms and is executing this instrument voluntarily. Student furthermore hereby acknowledges and agrees that he/she has read, understands and will always abide by all range rules and procedures and any other rules and procedures stated by the Instructor. Student expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by the Instructor shall not constitute any waiver of Instructor's right to pursue other available remedies. This instrument binds Student and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

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2. Student understands that you may not legally possess or carry a firearm if:

- a. You are subject to a protective order that prohibits gun possession.
- b. You are a fugitive from justice.
- c. You are an unlawful user of, or addicted to, any controlled substance.
- d. You have been adjudicated as a “mental defective” or have been committed to any mental institution.
- e. You are illegally or unlawfully in the United States.
- f. You have been admitted to the United States under a non-immigrant visa.
- g. You have been discharged from the Armed Forces under dishonorable conditions.
- h. You have renounced your U.S. citizenship.
- i. Under the laws of any U.S. state or federal law, you have been convicted of or are under indictment for:
 - 1) a felony
 - 2) a crime punishable by imprisonment for a term exceeding one year
 - 3) an attempt to commit a felony
 - 4) an act which would constitute a felony if committed in Colorado
 - 5) a misdemeanor crime of domestic violence

3. By signing up for, paying for and attending said training, Student asserts that there are no legal or physical restrictions or impediments with Student in the handling or participation in firearms or personal protection training. Also, Student certifies that they are not a person prohibited under federal or state law from owning or handling a firearm, and none of the above conditions apply to them. Student is aware of all risks involved and voluntarily agrees to the terms and conditions as written above.

4. By signing this waiver, Student acknowledges that he/she has read and understands OSS Range SOP and will adhere to all training and safety protocols. Student further understands that by violating any safety protocols he/she may be removed from the course and forfeit all course fees as per OSS Cancellation Policy.

5. All OSS policies are available to the public at ospreyshootingsolutions.com/policies.

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6. Point of contact for this memorandum is Robert Edgar Mills at (719) 330-9245 and edgarmills@ospreyshootingsolutions.com

Signatures:

Robert Edgar Mills
Owner
Osprey Shooting Solutions, LLC