

# FIREARMS TRAINING AGREEMENT - RELEASE AND WAIVER OF LIABILITY

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**WARNING: THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. CONSULT WITH AN ATTORNEY BEFORE SIGNING.**

**THE USE OF FIREARMS IS DANGEROUS.**

I, \_\_\_\_\_, hereby assume all risks by agreeing to the following:

1. That I am voluntarily participating in the Firearms Training Course (class) by 5150 HEAT LLC, Firearms Training Academy, Kenneth Clements, or his legal representatives. I understand the risks and hazards involved, and I recognize serious and life-threatening injuries can occur while carrying or using a firearm, participating in course or class, or later from the materials presented, whether caused by the passive or active negligence of 5150 HEAT LLC, Firearms Training Academy, Kenneth Clements or his representatives, Orange County, California, and Coconino County, Arizona and Shooting Range and its entities or otherwise.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in class. I represent that I am physically fit and I have no medical, psychological, or any other condition which would prevent my full participation in the firearms class.
3. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.
4. In consideration of being permitted to participate in the activities of the firearms training class, I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the class.
5. In further consideration of being permitted to participate in the firearms training class, I, my legal heirs, executors, administrators, next of kin, successors, or legal representatives knowingly, voluntarily, and expressly waive, release, discharge, hold harmless and promise to indemnify and covenant not to sue 5150 HEAT LLC, Firearms Training Academy, Kenneth Clements, or his representatives, Orange County, California and Coconino County, Arizona and, Shooting Range; their agents, facilities owner, officers, director, shareholders, employees, instructors, volunteers, or representatives from any and all injuries or damages of whatsoever kind and nature that I may sustain as a result of participating in the firearms training course/class, or of direct or indirect use of the instruction of the class. I understand that this type of training may result in minor injuries such as bruises and lacerations.
6. I certify that I am over the age of twenty-one (21) years, and I am legally entitled to own and use a handgun and/or firearm.
7. I agree that any provisions of this release are held to be invalid, nevertheless, the balance of the release shall continue in full force and effect.
8. I agree that if the instructor believes that I am or will be involved in criminal activity, the instructor will expel me from the class with no refund. I also agree to hold the parties covered in this waiver are not liable for slander and/or libel as part of being expelled.
9. I agree that if the instructor believes that I am or will be unsafe or dangerous, the instructor will expel me from the class with no refund. I also agree to hold the parties covered in this waiver are not liable for slander and/or libel as part of being expelled.
10. I understand that photos and video may be taken during the course and agree that my image may be used for advertising and that extreme close up frontal facial angles and names will not be published without prior approval.
11. I understand that I must sign this release of liability and fully comprehend the structure and nature of the class, and also the risks involved before being allowed to participate in this course/class. I have read the above release and waiver of liability and fully understand its contents. I have been informed of all risks involved and I voluntarily agree to the terms and conditions stated above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

Printed name: \_\_\_\_\_

CDL # \_\_\_\_\_

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

Email: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

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The instructor(s) will provide training and instruction on the required subject matter and legal topics associated with basic firearms fundamentals, defensive shooting, self-defense and concealed carry weapons in California, Arizona or Florida; however, instructor(s) **WILL NOT** provide legal advice or opinion. The instructor(s) **IS NOT** representing any Law Enforcement Agency.