

RELEASE OF LIABILITY, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT. ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.

WARNING: THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. YOU MAY CONSULT WITH AN ATTORNEY BEFORE SIGNING.
THE USE OF FIREARMS IS DANGEROUS.

THIS IS A BINDING LEGAL AGREEMENT. Read it carefully before signing. By signing this agreement, you are waiving important legal rights, including the right to sue or claim compensation following an accident, injury, or death. For purposes of this Agreement, Bullseye Precision means Bullseye Precision LLC and its officers, officials, directors, members, owners, shareholders, employees, agents, and representatives.

1. In consideration for receiving permission to participate in firearms-related and non-firearm related, physical fitness and combative self-defense or self-defense activities at/with Bullseye Precision, including but not limited to in participation in Pistol I, Pistol II, Carbine I, Carbine II, Home Defense, Youth Firearms Safety, 1 Hour Personal Firearms Training, Basic Firearms Maintenance, NRA Basics of Pistol Course and Online Texas License to Carry (hereinafter collectively referred to as "firearms training courses") including but not limited to Trauma First Aid, Advance Trauma Care, all Precision Fitness Programs including personal training or, American Red Cross certification Adult and Pediatric First Aid/CPR/AED (blended), BLS/CPR For Health Care Professionals and Active Shooter Seminar (hereinafter collectively referred to as "medical and seminar") and Combative Self-Defense or The Art of Self Defense (hereinafter collectively referred to as "self-defense courses"); I hereby release, waive, discharge and covenant not to sue Bullseye Precision LLC, and their owners, officers, servants, agents, shareholders, subcontractors and employees (hereinafter collectively referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by 'Releasees' own passive or active negligence or otherwise, while participating in firearms-related activities and other services mentioned above, at Bullseye Precision or otherwise upon the premises of course location choice. I hereby release, waive, discharge and covenant not to sue 'Releasee' from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, while performing on patient or any other party needing care from training and certifications obtained by me in American Red Cross Adult and Pediatric First Aid/CPR/AED (blended), BLS/CPR For Health Care Professional Certification courses (hereinafter collectively referred to as "American Red Cross Certifications"), Trauma First Aid, Advanced Trauma Care and Active Shooter Seminar or skills/knowledge from a "firearms training course" at Bullseye Precision.

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 or any class mentioned above.

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. I am fully aware of risks and hazards connected with being on the premises and participating in firearms training related activities at Bullseye Precision and selected range for training, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in firearms training related activities at Bullseye Precision and selected range for training, and I hereby elect to voluntarily participate in firearms training related activities at Bullseye Precision and selected range for training, to enter upon the above named premises (range name: _____) and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant or observer in firearms training related activities at Bullseye Precision and selected range for training, whether caused by 'Releasees' own passive or active negligence or otherwise.

5. In consideration of being permitted to participate in the activities of the **firearms training courses** (Pistol 1, Pistol II, Carbine I, Carbine II, Home Defense, Youth Firearms Safety, 1 Hour Personal Firearms Training, Basic Firearms Maintenance, NRA Basics of Pistol Course and Advance Trauma Care), 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 course.

6. In further consideration of being permitted to participate in the firearms training class or self-defense courses, 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 Bullseye Precision, LLC, Casey Almeyda, or his representatives, _____ Shooting Range or location in which the course is taken place; 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 courses**, medical and seminar, or self-defense courses 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.

7. 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.

8. 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.

9. 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.

10. I further hereby agree to indemnify and save and hold harmless the ‘Releasees’ and each of them, from any loss, liability, damage or costs they may incur due to my participation in firearms training related activities or American Red Cross Certifications courses including Trauma First Aid, Advanced Trauma Care and Active Shooter Seminar (medical and seminars), and self-defense courses at Bullseye Precision and selected range for training, whether caused by the Releasees’ own passive or active negligence or otherwise.

11. It is my express intent that this Release shall bind myself, my insurers, subrogates, contracts and assigns, as well as the members of my family and spouse, my heirs, assigns and personal representative(s), and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named Releasees. In signing this release, I agree, acknowledge, and represent that:

- a. I HAVE READ THE FOREGOING RELEASE, UNDERSTAND IT, AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT;
- b. No oral representation, statements, or inducements, apart from the foregoing written agreement, have been made.
- c. I am at least eighteen (18) years of age and fully competent; or I am under the supervision of a fully competent adult, who shall be solely responsible for my safety and who also executes this Release on my behalf and as my next friend.
- d. I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.
- e. If I breach the terms of this Release and bring a lawsuit against any Releasee in violation of the terms hereof, I shall be liable for Releasee’s damages, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES.
- f. 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 class. I have read the above release and waiver of liability and full understand its contents. I have been informed of all risks involved and I voluntarily agree to the terms and conditions stated above.

Please use name as it appears on your license

I have hereunto set my hand and seal this ____ day of _____,

Participant Signature: _____

Printed: _____

Parent Signature (if Participant is under 18): _____

Printed: _____