

ROLL CALL

GUN SALES | INDOOR RANGE | TRAINING CENTER

STUDENT WAIVERS

FIREARM TRAINERS LLC

Knowledge is Power



ROLL CALL

GUN SALES | INDOOR RANGE | TRAINING CENTER

Liability Waiver and Release, Indemnification and Assumption of Risk Agreement

I, _____ (“Participant”), am voluntarily using Roll Call’s facilities, both outdoor and indoor, including but not limited to the parking lot, burnout pit and any other constructed structure/s or grounds outdoors and the shoot house, training classroom, shooting range and/or any other structure/s or grounds indoors and any and all related facilities in Scranton, PA, owned and/or managed by Keyser Industries, Inc. D/B/A/ Roll Call, including rented, purchased or loaned firearms, ammunition, eye and ear protection, and other items or accessories (all collectively referred to as the “FACILITIES”), and may be participating in one or more training classes (“CLASSES”) conducted at the FACILITIES. As a condition of my use of the FACILITIES and participation in any CLASSES in which I may participate, I am signing and agreeing to this Roll Call Liability Waiver and Release, Indemnification and Assumption of Risk Agreement (the “AGREEMENT”), as follows:

Liability Release: On behalf of myself, my heirs, successors, assigns, and personal representatives, I hereby **WAIVE any and all claims for liability**, whether for damages, injuries, death, expenses, costs, losses, or liabilities of any type or kind occurring during or after, or related in any way to, my use of the FACILITIES or participation in any CLASSES, **and do RELEASE** from any and all claims, suits, and/or causes of action, at law or in equity, Roll Call, together with their owners, directors, employees, instructors, agents, representatives, volunteers, subcontractors, vendors, partners or subsidiary or affiliated business entities (all collectively referred to as the “RELEASED PARTIES”). I hereby **WAIVE**, and **RELEASE** the RELEASED PARTIES from, any and all such claims, causes of action, and liabilities, even if caused, or claimed to be caused, by their negligence.

Agreement to Indemnify, Defend, and Hold Harmless: On behalf of myself, my heirs, successors, assigns, and personal representatives, I hereby agree to **indemnify** the RELEASED PARTIES for their losses, **defend** them by paying the cost of their legal representation and defense, and **hold them harmless** in the event any action, failure to act, carelessness, negligence, gross negligence, recklessness, or intentional, criminal, or other wrongful act by me results in legal or physical injury, death, or property damage to any other person or entity, and/or results in any legal or equitable claims, demands, actions, or lawsuits against the RELEASED PARTIES, or any of them, by any injured or aggrieved party or entity.

Assumption of Risk: On behalf of myself, my heirs, successors, assigns, and personal representatives, I hereby declare that I **ASSUME ALL RISKS** involved in using the FACILITIES and participating in any CLASSES in which I participate. I understand that conducting shoot house activities, handling and firing guns, and being in a range or other area in which guns are being handled or fired, involves **SIGNIFICANT RISKS OF PHYSICAL INJURY AND DEATH**, whether by my own actions, the actions of others, or by virtue of defects, inadequacy, improper maintenance, or incompatibility of the guns, ammunition, holsters, and other accessories, personal protective equipment including ear and eye protection, targets, and the shoot house, shooting range, classroom, retail area, parking area, walkways, stairways, and other portions or aspects of the FACILITIES or CLASSES. I understand that the RELEASED PARTIES cannot prevent, or protect me from, these injuries, damages, and losses, which may include, but are not limited to, personal injury or death, blindness, deafness, paralysis, emotional and psychological injuries, gunshot injuries, injuries caused by projectile ricochets or splash back of projectile fragments, misfires, bursting of firearms or ammunition, injuries caused by exposure to gunshot noise, lead, or other harmful substances or conditions, and property damage, whether caused by me, one or more of the RELEASED PARTIES, or others using or present at the FACILITIES or CLASSES. I, and I alone, am responsible for my own physical condition, skills, and ability to use firearms and participate safely in activities at the FACILITIES or in the CLASSES. **I agree to refrain from performing any activities that are beyond my ability to perform competently, properly, and safely.** I acknowledge that I can expect to receive bruises, minor cuts, scratches, abrasions, and other slight injuries as a result of participating in CLASSES, and that I may be required to endure short periods of discomfort, stress, and pain. Furthermore, I understand that while the instructor(s) will seek to reduce risks to a reasonable degree consistent with accomplishing the training objectives, the instructors are not infallible; the instructors may not be completely aware of a participant’s fitness or abilities, may give warnings or instructions that are inadequate or unclear to certain participants, and the equipment or supplies used might malfunction or be inadequate. **I hereby acknowledge and assume all these risks.** I, and I alone, am responsible for my own physical condition, skills, and ability to participate safely in the CLASS.

Shoot House, Range, Classroom and Class Rules and Conditions: I agree immediately to follow all instructions given to me by Roll Call and by the instructor(s). If I do not fully hear, or do not understand the instructions, or have any reservation about them, I shall, while maintaining safety for myself and others, immediately notify the instructor(s) to obtain clarification. **I understand that I may choose NOT TO PARTICIPATE in any activity that I think may be unsafe, and to refrain from performing any activity**

I believe is, or may be, beyond my ability to perform safely due to my own abilities, equipment, physical condition, or fatigue. In such case, I will immediately inform the instructor(s), and will refrain from performing the activity. Also, I agree to perform the techniques taught at no greater speed or force level than I am comfortable with, and at which I feel safe and competent. I agree that the instructor(s) may, at any time, exercise their judgment regarding factors including, but not limited to, safety, my skill level, my failure to follow rules and instructions, my physical condition or ability, my attitude, and any disorderly, disruptive, or other improper conduct, and may use their discretion to determine whether or not I may continue in the CLASS or may continue using the FACILITIES. If asked to leave the CLASS or the FACILITIES I will do so promptly without argument. If asked to leave, I may not be entitled to a refund of monies paid, and all materials or equipment provided to me in the CLASS or at the FACILITIES must be returned by me as property of Roll Call. I shall immediately notify a CLASS instructor or range officer of any injury I receive, or any injury I observe to have occurred to any other participant. If I become aware of any potentially unsafe aspect of the FACILITIES or of the CLASS, I shall immediately notify an instructor or range officer. **I agree that when arriving at or leaving the range property, I must keep all firearms unloaded and either cased or holstered, including any concealed weapons I may be carrying. I will not handle, load, or unload any firearms at the FACILITIES or during the CLASS except at the direction of an instructor or range officer.** I consent to having my photograph or video taken while participating in the CLASS or other activity. I agree that these photographs and videos may be displayed and distributed in any and all Roll Call and subcontractor publications, including but not limited to the Roll Call and subcontractor website, newsletters, brochures, advertisements, published articles about Roll Call and subcontractor and any and all media including video, without limitation. Should an instructor or any person present at or involved in any way with a CLASS provide transportation in connection with the training, I acknowledge and agree that such transportation is provided solely as a convenience to me, that I may decide voluntarily whether or not to use it, that it is not a part of the training or the services for which I am paying, and that Roll Call and the other RELEASED PARTIES have no responsibility or liability in connection with the transportation.

I certify that I am not a fugitive from justice, under indictment, or charged with any crime prohibiting my possession of a firearm. I am not drug or alcohol dependent and will not be under the influence of drugs or alcohol during the CLASS or during my use of the FACILITIES. I have not been adjudicated mentally incompetent and have never been confined to a mental institution. I have not been convicted of domestic violence.

I expressly agree that this AGREEMENT shall be as broad and all-inclusive as permitted by the laws of the Commonwealth of Pennsylvania. I further agree that if any provisions of this AGREEMENT are held by any Court to be invalid or unenforceable, the rest of the AGREEMENT shall continue in full force and effect.

I ACKNOWLEDGE and declare that I have read and understood this AGREEMENT, and understand that I am giving up substantial rights, including my right to sue. I acknowledge and declare that I am signing this AGREEMENT freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I agree that this AGREEMENT will remain in full force and effect for all my uses of the FACILITIES and my attendance at any and all CLASSES, today and in the future, unless and until I revoke this AGREEMENT in writing, delivered to Roll Call.

WHEREFORE, expressly intending to be legally bound, I have signed this AGREEMENT.

Participant's signature _____

Print Name _____ Date _____

Participant's address _____ Phone _____

Parent/Legal Guardian's signature _____

Print Name _____ Date _____

Witness signature _____

Print Name _____ Date _____

FIREARM TRAINERS LLC

Knowledge is Power



ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, the undersigned, on behalf of my successors, assigns, heirs and executors, do hereby acknowledge, release, covenant not to sue and forever discharge Firearm Trainers LLC, 5 O'Neill Drive, Moosic PA 18507, its owners, employees, agents, successors and assigns ("Discharged Parties") of and from any and all manner of action and actions, claims, suits, damages, judgments and demands of any kind whatsoever, whether now or in the future, at law or in equity, that results or may result from firearms or subject control procedures used upon any premises of or from any event, hosted or sponsored by Discharged Parties, training or instruction on the use of such firearms and subject control procedures by Discharged Parties.

I further acknowledge that the use of firearms is an inherently dangerous activity and involve known, unknown and unanticipated risks which could result in damage or destruction of property, serious physical injury to myself or others or death. I expressly acknowledge that serious accidents may occur during the event and freely accept and assume any and all such risks, dangers and hazards and the possibility of personal injury, death, property damage and any other loss resulting therefrom.

I hereby certify, and agree to a background check to verify, that I am not in any way prohibited by law from possessing a firearm, ammunition or other weapon by reason of felony conviction, court order, use of an illegal substance, immigration status, mental defect, dishonorable military discharge or domestic violence conviction.

I hereby certify that I am: YES NO
At least eighteen (18) years of age _____ _____ (if checked, must have parent sign-off below)
A U.S. citizen _____ _____ (if checked, verify export license status)

I hereby certify that I am free of any disability or physical condition that may prohibit my participation, and I am not under the influence of any prescription or non-prescription drugs or alcohol which may affect my safe participation in this event.

I hereby consent to all medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the event. I agree to assume all costs and fees incurred as a result of such medical treatment. I have provided an emergency contact on this form to be notified in the event of an emergency. I consent to having my photograph or video taken while participating in the event/course or other activity. I agree that these photographs and videos may be displayed and distributed in any and all Discharged Parties publications, including but not limited to the Discharged Parties website, social media accounts, newsletter, brochures, advertisements, published articles about Discharged Parties and any and all media including video, without limitation.

I agree to follow any and all safety rules and guidance posted or provided by instructors, safety officers and Discharged Parties staff. I understand that I may be removed from the event if I do not follow the safety rules and guidance or if my behavior poses a risk to myself or other participants. Should an instructor or any person present at or involved in any way with an event/course provide transportation in connection with the training, I acknowledge and agree that such transportation is provided solely as a convenience to me, that I may decide voluntarily whether or not to use it, that it is not a part of the training or the services for which I am paying, and that Discharged Parties have no responsibility or liability in connection with the transportation.

I further acknowledge that my successful completion of any course, training, instruction or event with Discharged Parties does not allow me to represent myself as a Discharged Parties instructor or employee or allow me to utilize the Discharged Parties Course Certification Number without written authorization.

I acknowledge and agree that the terms and conditions of the above provisions shall continue in full force and effect for the duration of this _____ (name of event/course) on _____ (date/dates).

I CERTIFY THAT I HAVE CAREFULLY READ THE PROVISIONS ABOVE, FULLY UNDERSTAND THEM AND AGREE TO BE BOUND BY THEM. I VOLUNTARILY CONSENT AND AGREE TO THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

Signature of Participant: _____ Date: _____

Print Name: _____ Address: _____

Emergency Contact Name: _____ Telephone: _____

FIREARM TRAINERS LLC

Knowledge is Power



FIREARM SAFETY RULES

1. **MUZZLE MANAGEMENT:** Always keep the muzzle pointed in a safe direction. A safe direction is any direction that will cause zero bodily injury and minimal property damage if fired. (initials) _____
2. **TRIGGER FINGER DISCIPLINE:** Always keep your finger off the trigger until you are on target and made the decision to shoot. (initials) _____
3. Always know the status of your firearm. (initials) _____
4. Always know what is in front of, behind and around your target. (initials) _____
5. Ear protection and wrap around eye protection are required to be worn at all times while on the range. (initials) _____
6. When clearing firearms, always check (twice) both **visually** and **physically** to see that it is unloaded. (initials) _____
7. Follow any additional specific safety guidance provided by instructors and range staff. (initials) _____
8. You are expected to use good judgment, and to refrain from attempting any exercise, which you may not be able to perform safely, based upon your own ability, equipment, prior training or physical condition. (initials) _____
9. **REMEMBER:** Everyone has the responsibility for range safety. (initials) _____

Do you have any physical disability, limitation, illness or other condition that would affect your ability to participate safely in any aspect of this program? ____ YES ____ NO (initials) _____

Are you under the influence of any prescription/non-prescription drug or alcohol that would influence your safe participation in any aspect of this program? ____ YES ____ NO (initials) _____

I HAVE READ AND UNDERSTAND THESE FIREARM SAFETY RULES AND THE RANGE SAFETY RULES AND REGULATIONS. I ACKNOWLEDGE THAT AT ANY POINT IN TIME, FIREARM TRAINERS LLC MAY REMOVE ME FROM CLASS OR ANY EVENT/COURSE IF I EXHIBIT UNSAFE BEHAVIOR OR PRESENT A SAFETY RISK. (initials) _____

Signature of Participant: _____

Date: _____

Print Name: _____