

LIABILITY RELEASE, INDEMNIFICATION & ASSUMPTION OF RISK

KEN ALLEN TRAINING, LLC

As a condition of being permitted to participate in a class and/or course of instruction to be presented by Ken Allen Training, I, the undersigned, voluntarily agree to assume any and all risks associated therewith including, but not limited to, the risk of injury, death, property damage and/or emotional distress. I understand the risks and hazards inherent to shooting sports and assume all risks. I hold Ken Allen Training, and all agents acting on its behalf, including, but not limited to, all instructors, representatives, directors, members, owners, employees, staff and any other individual or entity acting on behalf of Ken Allen Training (hereinafter referred to collectively as "agents"), harmless from any damages that I may suffer. On behalf of myself, my heirs, representatives, and assigns, I expressly waive any and all claims, without limitation, that may accrue based upon my participation in training or the use of the training premises including, but not limited to, any and all claims of personal injury, damage to property, negligence, failure to train, failure to warn and/or premises liability claims. Without limiting the forgoing waiver, I further hereby fully acknowledge, understand and agree to each of the following terms:

1. My participation in any and all training activities with Ken Allen Training is purely voluntary and I elect to participate in training activities with the full knowledge and understanding of the risks involved.
2. I understand that engaging in the use of firearms, defensive techniques and/or shooting sports generally is hazardous and inherently dangerous. I understand that recreational shooting and shooting instruction carry the risk of my suffering serious bodily injury, death, and/or exposure to airborne toxic elements or chemicals such as lead. I understand that even in the most controlled environments, no amount of control, caution, instruction, or expertise can eliminate all risks to my health and property. I hereby voluntarily assume all risks.
3. I understand that training will take place on one or more active shooting ranges and that there will be course participants as well as non-participant third parties shooting and/or carrying firearms. I waive any and all claims I may accrue against Ken Allen Training or its agents in relation to firearm use or misuse by any course participant and/or third party. I agree to observe firearm safety practices and represent that I have the prerequisite skill and knowledge to safely handle a firearm. I agree to take all reasonable and prudent steps to avoid causing any other person or myself any injury. I agree to familiarize myself with and to follow safe firearm handling practices and the instructions provided by course instructor(s).
4. I hereby waive, discharge and completely release Ken Allen Training and its agents from and against any and all past, present or future claims, causes of action, suits, rights, damages, costs, medical expenses, related expenses, obligations or demands of any kind whatsoever that I, or anyone on my behalf, have or might have against Ken Allen Training or any of its agents. This waiver extends to all activities done within my training participation and also any related activity such as my travel to and from training activities or between training activities.
5. I further release Ken Allen Training and its agents from any and all claims that might accrue based upon my practice or utilization of tactics or activities I learned in a Ken Allen Training course, outside of a course of training, without regard to whether the tactics or activities were employed correctly. I understand that the class(es) and/or course(s) of instruction presented by Ken Allen Training and its agents are intended to be used for lawful purposes. I agree to indemnify and hold harmless Ken Allen Training and its agents from any and all third-party claims made against me or made against Ken Allen Training in relation to my use of tactics or activities learned in a Ken Allen Training course. I agree to indemnify Ken Allen Training and its agents from any and all damages, costs and expenses accrued in relation to any third-party legal claim triggered by my actions including, without limitation, the cost of attorney's fees.
6. I hereby certify that I am not prohibited from owning or possessing a firearm under state or federal law including, but not limited to, any category of prohibition pursuant to 18 USC §922(G).

7. I hereby certify that I will not use any drug, alcohol, or substance prior to or during the course of training. I certify that I will attend all training courses in a clear mental state without any inhibition or impairment. I understand that Ken Allen Training has a zero-tolerance policy for substance use or impairment during training and that if impairment is suspected, I will be dismissed from the course without a refund.
8. I hereby agree, on behalf of myself, my heirs, representatives, and assigns, not to institute any suit or action at law, or otherwise, against Ken Allen Training or its agents, nor to initiate the prosecution of any claim for damages, or cause of action, which may hereafter arise by reason of injury to myself, my property or a third party arising from the activities contemplated by this agreement.
9. I specifically release any event sponsor(s), the shooting range and/or training premises owner(s), and any affiliated operator(s), officer(s), board(s) of directors, agent(s) and representative(s) from any and all claims or liability related to my participation in any Ken Allen Training activity.
10. I specifically release any and all individuals participating in any Ken Allen Training activity from any and all claims or liability related to my participation in any Ken Allen Training activity.
11. Should any agent of Ken Allen Training provide transportation in connection with a training activity, I acknowledge that such transportation is provided solely as a convenience to me, is not part of the training, and that Ken Allen Training, and its agents, have no responsibility or liability in connection with the transportation. I understand that any transportation I accept is accepted voluntarily.
12. I acknowledge and agree that the terms and conditions of the above provisions shall continue in full force and effect not only for my first class or course of instruction, but for any and all subsequent classes, courses of instruction, training, practice, shooting, or any other activities I engage in associated with Ken Allen Training.
13. I expressly agree that the foregoing Liability Release, Indemnification and Assumption of Risk is intended to be as broad as permitted by law. I agree that if any portion of this agreement is found void or unenforceable by a Court of competent jurisdiction, all remaining terms shall continue with full force and effect.
14. I expressly acknowledge, consent, and provide full permission for my image and/or voice to be used by Ken Allen Training and its agents for any lawful purpose including, but not limited to, advertising and social media publications. I provide Ken Allen Training express permission to use, reproduce, copyright and publish the same in print and/or electronically. I understand that this consent is continuous. I understand that all images and recordings may be edited, copied, exhibited, published, or distributed and waive any right to inspect or approve the finished product. Additionally, I hereby waive any right to receive any payment, royalties, or other compensation arising out of or related to the use of images or recordings captured in any manner that Ken Allen Training deems appropriate in order to promote/publicize its business. Should I wish to be excluded from any photography, videography, or audio recording, it is my responsibility to either make Ken Allen aware of this prior to any and all training exercises or remove myself from the area or event being photographed or recorded.

No media may be recorded or produced without written approval by Ken Allen Training, LLC. All media recorded and or produced must be provided to Ken Allen Training, LLC in full. Any form of publication is strictly prohibited, without written consent, per occurrence. All media recorded or produced becomes the sole property of Ken Allen Training, LLC and all rights are reserved.

WHEREFORE, I understand that I am giving up substantial rights, including my right to sue. I am signing this agreement freely and voluntarily. I intend my signature to legally bind me to the terms contained herein.

SIGNATURE: _____ WITNESS: _____

PRINT NAME: _____ DATE: _____

Certification of Legal Ability to Possess Firearms: I hereby certify that I am not legally prohibited from owning or possessing a firearm under state or federal law. I am not subject to any prohibition contained within 18 USC §922(g), nor am I subject to any court order prohibiting my ownership or possession of a firearm.

Signature: _____ Date: _____

Firearms Safety Rules - ADDITIONAL INDEMNIFICATION (Must be read and completed by all participants)

All Firearms Safety Rules, whether stated or implied, must be followed at all times and are the sole responsibility of each individual training participant. I understand and acknowledge that I will follow all safety rules concerning firearm handling including, but not limited to, the following:

1. Muzzle Management – Always keep the muzzle pointed in a safe direction. (Initials_____)
2. Trigger Finger Discipline – Always keep your finger off the trigger until you are on target and ready to fire. (Initials_____)
3. Mechanical Safety – Any firearm equipped with a manual mechanical safety will have it always engaged, i.e. on “safe” until on target and ready to shoot and will immediately place the firearm back on “safe” prior to the muzzle moving from the target area. If mechanically possible the firearm will be on “safe” during reloading procedures. (Initials_____)
4. Treat all firearms as though they are loaded. (Initials_____)
5. Hearing and Vision (wrap around) Protection will be worn at all times while firing or maintaining firearms. (Initials_____)
6. When clearing a firearm, it must be checked at least 2x visually and physically to feel and see it is unloaded. (Initials_____)
7. You are expected to always use good judgment and refrain from attempting any exercise which you are unable to perform safely, based upon your own ability, equipment, prior training or physical condition. (Initials_____)
8. Follow any additional specific safety guidance provided by instructors or range staff. (Initials_____)
9. Everyone is responsible for range safety. (Initials_____)
10. I DO NOT have any physical or mental disability, limitation, illness or other condition that would affect my ability to participate safely in any aspect of this program. (Initials_____)
11. I AM NOT under the influence of any prescriptive / non-prescriptive drug or alcohol that would influence my safe participation in any aspect of this program. (Initials_____)
12. I understand there will be other persons shooting, and/or carrying firearms and agree to act prudently and carefully to avoid causing them any injury. I certify that I am familiar with the safe use and operation of any firearm I may use. I have read and am familiar with the firearms safety rules and firearm safety. On behalf of myself, my estate, my heirs, and assigns, I hereby release Ken Allen Training and Agents from any and all liability regardless of cause, including injuries due to negligence, up to and including death, or property damages or theft I may suffer because of my presence and participation in any activity related to Ken Allen Training.

I have read and understand the safety rules and regulations. I acknowledge that, at any point in time, Ken Training and/or its agents may remove me from class or any event if I exhibit unsafe behavior or present a safety risk. No refunds or credits will be produced in this instance.

EMERGENCY CONTACT: _____ RELATIONSHIP _____ PHONE: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION

This form must be completed for all participants who are either under the age of 18 years old; or who are under the age of 21 years old and do not possess a valid, state-recognized concealed-carry license or permit (“CCL”).

In consideration of my minor child (or adult dependent under 21 years old without a CCL) being permitted by me, a parent and/or legal guardian of said minor child (or adult dependent under 21 years old without a CCL), to participate in this class, activity and/or course of instruction, and to use equipment and facilities related to such activity, I agree to hold harmless and indemnify Ken Allen Training, it’s agents, members, instructors, officers, representatives, directors, volunteers, participants, employees, staff, and all other persons or entities acting in any capacity on behalf of Ken Allen Training, from any and all claims which are brought by, or on behalf of said minor (or adult dependent under 21 years old without a CCL), and which are in any way connected with the participation by said minor (or adult dependent under 21 years old without a CCL) in a Ken Allen Training course or training activity.

I certify that I have completed the Liability Release, Indemnification and Assumption of Risk form in addition to this form. I also certify that any adult dependent, aged 18 or older, has completed the Liability Release, Indemnification and Assumption of Risk form.

PRINT MINOR or DEPENDENT’s NAME: _____

PRINT PARENT/GUARDIAN’s NAME: _____

PARENT/GUARDIAN
SIGNATURE: _____ DATE: _____ WITNESS: _____