



Up in Smoke Firearms Training (USFT), LLC Waiver of Liability/Inherent Risks Agreement/ Hold Harmless/Indemnification Agreement Form



WHEREAS, in return for participation and training in any Up in Smoke Firearms Training (USFT), LLC, and for other goods and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned participant/spectator/parent or legal or natural guardian of the participant, if participant is a minor (collectively and individually, the “Undersigned”) agrees as follows:

1. The Undersigned, on behalf of themselves and the minor child, if applicable, hereby assumes the risk of participating in or attending the event or training which may include, but is not limited to, the discharge of firearms and the firing of live ammunition. I/We understand that engaging in such activities may be hazardous, with accompanying risks of personal injury, death, and/or loss or damage to my property. In consideration of my participation in such shooting activities, I/We on my own behalf and that of my heirs, successors, representatives, administrators and assigns, hereby;
2. The Undersigned, on behalf of themselves and the minor child, if applicable, assumes sole responsibility and liability for any injury to the Undersigned and hereby releases, discharges, and waives any and all claims against (present and future), the National Rifle Association of America (NRA), Civilian Marksmanship Program (CMP), Up in Smoke Firearms Training (USFT), LLC or it’s instructors/coaches or any of their affiliates and/or any employees, directors, officers, agents, or volunteers, and/or “Event Host” (individually and collectively) from and against any and all fault, liabilities, costs, expenses, claims, demands, lawsuits, or any other actions whatsoever arising out of, related to, or connected with the Event, any instructions related to the Event, the use or entering upon the premises of the Event Host, or any act or omission of the Undersigned, either individually or collectively. The Undersigned, upon notice from NRA, CMP or affiliates, or Event Host, shall defend the same at the Undersigned’s expense by legal counsel satisfactory to NRA, CMP or affiliates, or Event Host, as applicable;
3. The Undersigned acknowledges and agrees that he/she/they read, understand, and will at all times abide by all rules and procedures of the Event, NRA, CMP, Up in Smoke Firearms Training (USFT), LLC or affiliates, and the Event Host, and, if applicable, will have themselves or their child do the same;



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4. This instrument binds the Undersigned and the minor child, if applicable, and the executors, administrators, assignees, or heirs thereof;
5. This Agreement and any disputes arising under this Agreement involving any of the above mentioned in #2 shall be governed by and construed under the laws of the Commonwealth of Arizona, or if applicable, federal law, and all parties involved agree shall be maintained exclusively in courts sitting within the Commonwealth of Arizona. The parties consent to and subject themselves to the personal jurisdiction of such courts and agree that jurisdiction and venue for any proceeding arising hereunder shall lie exclusively with such courts, or the U.S. Supreme Court;
6. This Agreement is intended to be as broad and inclusive as permitted by law. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under any applicable laws, but if provision of this instrument shall be prohibited by or invalid under such law, such shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this instrument;
7. The Undersigned further understands and agrees that any inability to abide by this liability Agreement form may be cause for ejection or termination of training without cause, explanation, or recourse, and Undersigned agrees and understands that any illegal actions on the part of the Undersigned, on behalf of themselves and the minor child, will and can constitute being arrested and charged for a crime, petty offense, cited and released, or receive civil litigation under Arizona Revised Statutes (ARS) laws;
8. Furthermore, I/We assume all risks associated with such activities and all responsibility for medical expenses, costs, and/or other obligations and other losses or injuries to me or in which I may become involved, by reason of my participation in such shooting activities in the aforementioned form. I/We also agree to hold harmless any private or public shooting range(s) under the same or in partnership with Up in Smoke Firearms Training (USFT), LLC.

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- 9. I/We are not a Prohibited Possessor of Firearms, nor am I/We restricted legally from handling or possessing firearms or their instruments because I/We have not been convicted of a Misdemeanor or Felonies in or out of the State of Arizona, and I/We have read and understand this form(s) and have voluntarily executed this form on the date(s) listed below.

- 10. I/We thoroughly understand and agree to the Training Agreement form, financial requirements of any financial institution that USFT, LLC or Dan Palmer partners with and understand that I/We immediately forfeit half of the cost to attend the course; understanding and agree to that the first half of the payment to attend a course or services is automatically non-refundable. I/We further understand and agree that in the event that I/We fail to provide a five (5) day notice of the lack of attendance or meeting timely deadlines established by USFT, LLC or Dan Palmer that I/We immediately and automatically forfeit all costs given to USFT, LLC or Dan Palmer and forfeit any and all legal litigation in attempt to recover any and all costs associated with the course/services.

 (Minors Legal Printed Name) (Date) (Signature)

 (Self/Parent/Guardian Legal Printed Name) (Date) (Signature)

 (Witnessed by) Legal Printed Name (Date) (Signature)

 (USFT Representative Name) (Date) (Signature)