

DRAGOON TRAIL CHAPTER, INC. IZAAK WALTON LEAGUE 4857 NE 110th Avenue Elkhart, Iowa 50073

http://www.ankenyikes.org

INSTRUCTOR AGREEMENT

IN CONSIDERATION OF

(print full name)

being permitted to submit an application

and agreement to rent facilities owned or controlled by the Dragoon Trail Chapter, Inc. of the Izaak Walton League (hereinafter "the Ankeny Ikes") for the purpose of commercial firearms training and instruction, or other lawful commercial training and instruction purposes, the undersigned hereby agrees to the following terms and conditions:

Instructor: The person signing this agreement must be a member in good standing of the Ankeny Ikes and at least 21 years of age. The undersigned instructor agrees to act as the contact person with the Ankeny Ikes Board of Directors (or designate) and agrees to ensure that all provisions of this agreement are carried out in full.

Permitted Instruction: All training and instruction offered on Ankeny Ikes premises must be for lawful purposes that are not deemed to be inconsistent with the mission and goals of the Ankeny Ikes, as determined by the Board of Directors. The undersigned instructor agrees that the Ankeny Ikes Board of Directors reserves the right to reject, suspend, or revoke this agreement at any time, for any reason or for no reason at all, at the Board of Directors' sole discretion. The undersigned instructor agrees to strictly abide by all applicable federal, state, and local laws, and to only offer training and instruction of lawful methods, techniques, and behaviors. The undersigned instructor hereby certifies that he or she is appropriately qualified to provide the training or instruction being offered.

No Endorsement: The undersigned instructor agrees that acceptance of this *Instructor Agreement* by the Ankeny Ikes does not constitute an endorsement of the activities conducted or information conveyed during the training and instruction being offered. The undersigned hereby agrees not to represent or imply to potential customers, or to the public as a whole, that he or she has been endorsed or otherwise approved by the Ankeny Ikes, or otherwise misrepresent the business nature of the facility rental relationship between the instructor and the Ankeny Ikes.

<u>Rental Application and Agreement</u>: All training and instruction being offered under this agreement must be conducted under a duly executed **Rental Application and Agreement**, subject to the currently effective **Rental Fee Schedule**. The undersigned hereby agrees that any violation of this rental agreement by the undersigned, or by any individuals entering the premises for purposes of the rental use, will result in a complete and immediate forfeiture of all rental fees, without refund.

<u>Firearms Safety</u>: All persons who enter onto the Ankeny Ikes premises must follow all Ankeny Ikes rules and regulations at all times, including but not limited to the posted *Range Rules* in effect for the shooting facilities. The undersigned instructor agrees to ensure that all participants follow all rules and regulations, all *Range*

Rules, as well as any and all written or verbal directions received from the Ankeny Ikes Board of Directors (or designate) during the course of the facility rental. The instructor agrees and certifies that all use of the range facilities will be conducted in a manner which is in full accordance with recognized firearms safety principles.

<u>Waiver of Liability</u>: All persons who enter onto the Ankeny Ikes premises, or participate in any activity or event thereon, do so solely at their own risk. The undersigned instructor agrees to ensure that each and every individual involved in the training or instruction fully executes an unrestricted *Waiver and Release* form immediately upon entering the premises. All original completed waiver forms are to be promptly supplied to the Board of Directors (or designate) by the instructor.

Liability Insurance: All instructors conducting commercial firearms training or other lawful instruction must be covered by a valid and effective policy of liability insurance with a liability limit of no less than \$1 million per occurrence, with the Dragoon Trail Chapter, Inc. of the Izaak Walton League specifically listed as an additional insured on such policy. A legible copy of the policy declarations and insurance certificate or endorsement naming the Ankeny lkes as additional insured must be supplied with this signed agreement.

Indemnification and Hold Harmless: The undersigned instructor, along with his or her organization or business entity (if any), hereby agrees to indemnify, defend, and hold harmless the Ankeny Ikes and their directors, officers, and members, from any loss, liability, damage or cost which may be incurred (including attorneys' fees and court costs), or any claim or lawsuit filed against them, on account of, arising out of, or in connection with the training or instruction, the presence of the instructor or students on the premises, or their use of the property or of the facilities and services thereon, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of the instructor, the student, or representatives of the Ankeny Ikes. The undersigned instructor also agrees to promptly pay the Ankeny Ikes for any and all damage to property, facilities and equipment caused during the course of the training or instruction, without regard to fault or cause.

Signature of Instructor		Date Signed
Printed Name		Cell Phone Number
Organization or Business Name		Liability Insurance Carrier
For Ankeny Ikes use only:		
Approved by (BOD member or designate)	Date	Insurance documentation—attached or on file?