



Hold Harmless Agreement: Triad Training LLC Gun Club

RELEASE OF LIABILITY AND HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration for allowing me access to the Triad Training LLC Gun Club Range located on Dawson Canyon Road, Corona, CA and to participate as a member of the Triad Training Gun Club hereinafter the "Club" in self-administered or instructor-administered live ammunition firearms activities, I

_____ (**print name**) being above the age of 18 years and (if applicable) the legal guardian of the Minor(s) listed in this agreement, on behalf of myself and the Minor(s) and in consideration of the membership in and or rates charged and the right to enter and use the facilities provided by Triad Training LLC, I do hereby enter into this Release and Hold Harmless Agreement (the "Agreement") on this _____ day of _____, 20____, and consent and agree that:

____ Initials 1. **PARTIES INCLUDED:** The participant understand that this agreement includes Triad Training LLC, the Triad Training LLC successors, assigns, owners, employees, instructors, agents, range masters, appointed safety officers, representatives, attorneys, independent contractors, subsidiaries, and affiliates and each, every and all persons acting by, through, under, or in concert with any of them (collectively, "Related Parties" paid or unpaid or volunteers, and the owner of the land utilized for weapons training and or firearms shooting activities

____ Initials 2. **Acknowledgement of Danger.** I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or death as a result of an accident or incident. I recognize the inherent dangers associated with shooting including, but not limited to loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the premises. I therefore engage in such activities voluntarily and at my own risk. I also understand and acknowledge that the range is kept as natural as the shooting events allow and that wildlife may pose additional hazards including but not limited to poisonous plants, ticks, poisonous snakes, and other wild animals.

____ Initials 3. **Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to myself and others, and causing damage(s) to property, which originate from participating and otherwise engaging in sport shooting. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification. I also understand and acknowledge that others will be using the range, including but not limited to uses taking place during private member activities, training classes by Triad Training LLC and outside instructors, and I will be aware of their actions whenever I am on the Triad Training LLC facilities. With these facts in mind, I voluntarily assume the risk of participating in any activities at the Triad Training LLC facilities. There have not been any express or implied representations to you on behalf of the Triad Training LLC except as set forth in this agreement.



____ Initials 4. **Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition to engage in sport shooting on this range.

____ Initials 5. **Condition of Equipment.** I have, prior to engaging in any spot shooting at Triad Training LLC determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by this Agreement.

____ Initials 6. **Comprehensive Release.** I do hereby, on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge Triad Training LLC, the Triad Training LLC successors, assigns, owners, employees, range masters, appointed safety officers, agents, representatives, attorneys, independent contractors, subsidiaries, and affiliates and each, every and all persons acting by, through, under, or in concert with any of them (collectively, "Related Parties"). I further do hereby on behalf of myself and my heirs, executors, administrators, assigns, and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for controversy resolution or otherwise seek losses, costs, or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, wrongful death, and any and all personal injuries, known, or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known, or unknown, against any of the Released Parties, caused by any reason whatsoever related to Triad Training LLC and my sport shooting on or about the Triad Training premises and/or facilities. I also agree to defend, indemnify, and hold harmless the Released Parties from and against all claims losses, damages, and costs caused by, arising out of, or related to the actions of myself and those guests for whose conduct I am responsible. This Release shall pertain to any claims which were known or unknown, anticipated, or unanticipated at the time of the execution of this Agreement, including any *information* of any nature which, if known by me on the date of execution of this Agreement, may have materially affected my decision to execute this Agreement and specifically this Release.

____ 7. **WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.** I acknowledge and agree that by reason of the Release set forth in paragraph 5 above, I am assuming all risk of bodily injury, death or property damage and all other unknown and unanticipated claims, and I agree that my Release of all Release Parties contained in this Release applies thereto. In connection therewith, ***I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code, which reads as follows: "A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."***

____ 8. **Indemnity.** I hereby indemnify, without qualification or limitation, the Released Parties and defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with an of the Released Parties and any activity directly or indirectly arising from or contemplated by this Agreement.



____ 9. **Governing Law; Attorney’s Fees.** This Agreement shall be governed by, and construed in accordance with the laws of the State of California. I acknowledge and VOLUNTARILY AGREE TO EXEMPT and relieve the Club and all of the Related Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another. I also AGREE TO DEFEND, INDEMNIFY, and HOLD HARMLESS the Club and all of the Related Parties, from and against all claims, losses, damages, and costs caused by, arising out of, or related to the actions of myself, any minors whom I bring on to the Premises, any Associate Members who I bring on to or allow access to the Premises, any guests responsible whether such duty arises under this agreement or by operation of law. Should the Club or any of the Related Parties be required to incur attorney’s fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE the Club and any of the Related Parties for such fees and costs. I acknowledge that neither the Club nor any of the Related Parties accepts or assumes any liability or responsibility for any acts or omissions that are purportedly the result of my engaging in activities for which I have expressly assumed the foreseeable risk of danger in such activity.

____ 10. **Additional Regulations.** I have read and understand, and agree to follow the regulations set forth in the separate document entitled “Triad Training LLC Range Regulations” a copy of which has been provided to me by Triad Training LLC. I also understand that hearing and eye protection (even while using a scope) are mandatory at all shooting areas at all times. I agree that I will not fire or discharge any firearm or gun except in areas so designated by Triad Training LLC.

____ 11. **Firearms Eligibility.** I certify that I may lawfully own, possess, and operate firearms within the State of California pursuant to all applicable local, state, and federal laws and regulations.

____ 12. **Force of Law.** If any part of this contract is held to be invalid by a court of law all other parts shall remain in full effect.

Where my initials appear above, I acknowledge that I have read, understood, and agreed to the provision beside those initials. In addition, my signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a legal guardian on behalf of a person under the age of 18 years, then all provisions of this Agreement shall pertain to the undersigned and Minor.

Member/Guest/Shooter Signature X _____

Date: _____ **Phone:** _____

Street Address: (NO PO BOX) _____

City _____ **State** _____ **Zip** _____



I (Print Name) _____ being above the age of 18 years, sign as the legal guardian for the Minor child(ren) under the age of 18.

Minor child(ren) under the age of 18 are listed here.

Minor #1 (print names) _____

Minor #2 _____ **Minor #3** _____

Minor #4 _____ **Minor #5** _____.

Signature of Guardian for Minor(s) _____

Date _____ **Phone** _____