

Guest Hold Harmless Agreement: Triad Training LLC Gun Club



MEMBER NAME: _____

GUEST OF MEMBER'S NAME (PRINTED): _____

READ CAREFULLY BEFORE SIGNING

THIS IS A RELEASE OF LIABILITY, HOLD HARMLESS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT THAT AFFECTS YOUR RIGHTS.

In exchange for my being granted access to the Triad Training LLC Gun Club Range located on Dawson Canyon Road, Corona CA (the "Range") and my being allowed to participate in live ammunition firearms activities (whether self-administered or under instruction, and whether as a member or non-member of the Triad Training Gun Club (the "Club") I being above the age of 18 years and (if applicable) the legal guardian of the Minor (s) listed below, on behalf of myself and the Minor(s), I do hereby knowingly and voluntarily enter into this release of liability, hold harmless, assumption of risk and indemnity agreement (the "Agreement") and consent and agree that:

_____ Initials 1. **Parties.** For the purposes of this Agreement, the term "Triad Training" shall mean Triad Training LLC, its successors, assigns, owners, principals, managers, members, employees, volunteers, instructors, agents, range masters, appointed safety officers, representatives, attorneys, independent contractors, subsidiaries, and affiliates, as well as the owner(s) of any land utilized by Triad Training for weapons training and or firearms shooting activities.

_____ Initials 2. **Acknowledgement of Danger.** I fully understand and appreciate the dangers, risks, and hazard inherent in a shooting range and shooting activities, which exist no matter what precautions I take. I UNDERSTAND THAT THESE RISKS INCLUDE WITHOUT LIMITATION: (1) the use and misuse of firearms, including by myself or others; (2) hearing damage even if hearing protection is worn; (3) eye injury or loss of sight even if eye protection is worn; (4) flying, ricocheting, or rebounding bullets and fragments; (5) exposure to dust, smoke, lead, and other irritants and hazardous substances; (6) uneven surfaces; (7) risks arising out of the layout of the range and the risk of cross-fire; (8) risks arising from the natural state of the land where the range is located including poisonous plants, ticks, poisonous snakes, and other wild animals; (9) the distance to medical facilities or emergency services; (10) inclement weather; and (11) the negligence of myself or others, including Triad Training.

_____ Initials 3. **Assumption of Risks.** I understand and acknowledge the significant risk of INJURY, PARALYSIS, DEATH, OR DAMAGE TO PROPERTY, including myself and others, resulting from my presence or use of the Range or participation in activities at the Club. I KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL SUCH RISKS, WHETHER CAUSED BY MYSELF OR OTHERS. I FURTHER ACCEPT PERSONAL RESPONSIBILITY FOR ALL MY ACTIONS WHILE ENGAGED IN ACTIVITIES AT OR IN TRANSIT TO OR FROM THE RANGE.

_____ Initials 4. **Comprehensive Release/Civil Code 1542 Waiver.** I do hereby, on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives KNOWINGLY, INTENTIONALLY, UNCONDITIONALLY, AND IRREVOCABLY RELEASE, DISCHARGE AND AGREE N

OT TO SUE, TRIAD TRAINING (as defined above), for any injury, losses, costs, damages, or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, for injury or damage resulted from the negligence of Triad Training or others.

This release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not recently anticipate, know or suspect to exist, but that may develop, accrue, or be discovered in the future. I EXPRESSLY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

_____ Initials 5. **Indemnity.** I hereby agree to defend (using counsel selected by Triad Training), indemnify, and hold harmless Triad Training (as defined above) from and against any and all claims, causes of action, demands or charges of every kind and nature, which any person or entity may claim to have (including injury or death to person or damage to property) arising out of my use of the Range, regardless of the actual or alleged fault of Triad Training or others. I UNDERSTAND THAT I AM RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED IN ANY WAY BY MY CONDUCT AND THAT IN THE EVENT TRIAD TRAINING SUSTAINS LOSS OR DAMAGE AS A RESULT OF MY CONDUCT, I AM OBLIGATED TO PAY FOR SUCH LOSS AND DAMAGE.

_____ Initials 6. **Physical and Mental Condition.** I acknowledge that I am in sufficient physical and mental condition to engage in shooting activities at the Range. If my physical or mental condition deteriorates to the point where I am not in sufficient condition to safely engage in shooting activities. I will cease using the Range immediately.

_____ Initials 7. **Condition of Equipment.** I have, prior to engaging in any shooting activities at the Range determined that my shooting equipment, ammunition, and all corresponding items are in good condition and working order and suitable for the shooting contemplated by this Agreement. I understand and acknowledge that I am responsible for defects or malfunctions in any equipment, weapons, ammunition, or related items that I bring onto the Range.

_____ Initials 8. **Hearing and Eye Protection.** I understand that proper hearing and eye protection (even while using a scope) are mandatory at all shooting areas at all times and promise to use such protection. I understand that such protection is not a guarantee against the risk of injury or death.

_____ Initials 9. **Designated Shooting Areas.** I agree that I will not load, fire, or discharge any firearm or gun except in areas specifically designated by Triad Training.

_____ Initials 10. **Compliance with Rules and Instructions.** I agree to immediately comply with all instructions from Range personnel. I understand that if I have a complaint or concern about the instructions given to me by Range personnel that I must lodge such complaints only after leaving any designated shooting areas. I have read, 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 made available to me. If I do not have a copy, I will request it.

_____ Initials 11. **Drugs and Alcohol.** I am not currently under the influence of drugs or alcohol, and at no time while at the Range will I use drugs or alcohol or anything else that could impair my ability to safely use a firearm, nor will I arrive at the Range at any later date under the influence of drugs and alcohol.

_____ Initials 12. **Firearms Eligibility.** I certify that I may lawfully, own, possess, and operate firearms within the State of California and the County of Riverside pursuant to all applicable local, state, and federal laws and regulations, and that all firearms I bring to the Range are legal for me to use within the State of California and the County of Riverside.

_____ Initials 13. **Condition of Range/Reporting of Unsafe Condition.** I acknowledge that I have had a full opportunity to inspect the Range, including its layout and equipment that is present, to my satisfaction and that I knowingly and willingly undertake to use the Range in its current condition. I further promise that I will not use the range in an unsafe manner and will immediately report any unsafe conditions I observe or discovery to Triad Training.

_____ Initials 14. **COVID-19.** COVID-19 is an extremely contagious virus that can be spread by person-to-person contact. Infection with COVID-19 can cause severe illness, injury or death. I acknowledge the contagious nature of

COVID-19 and voluntarily agree to accept the risk of injury or death as a result of exposure to COVID-19 resulting from my presence at the Range or Club activities, even if such exposure results from the negligence of Triad Training. I agree that the terms of this Agreement, including those relating to release of liability, hold harmless, assumption of risk and indemnity, apply to exposure to COVID-19 while at the Range or participating in Club activities, including wearing a face mask, washing my hands, using antibacterial, and practicing social distancing.

_____ Initials 15. **Governing Law; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without respect to its choice of law principles, including any questions as to its validity, enforceability, or termination. Any action arising out of or relating to this Agreement or the use of the Range or Club services by me, any minor on whose behalf I am acting, or my guests, shall be brought in the Superior Court of California for the County of Riverside. In the event of a dispute over this Agreement, in addition to all other remedies, the prevailing party shall be entitled to reasonable attorney's fees and costs.

_____ Initials 16. **Minors.** If I am signing for a minor, I acknowledge and represent that I have full legal authority to sign as their guardian and to waive their rights. I agree that all provisions herein applicable to me are equally applicable to the minor for whom I am signing. I agree that, if there is any challenge to my right to do so, that in addition to all other obligations under this Agreement, I will pay for any loss or damage sustains as a result, including attorney's fees and costs.

_____ Initials 17. **Term.** This agreement shall be effective as of the date signed below and shall continue in full force and effect in any future visits to the Range or participation in Club activities.

_____ Initials 18. **Severability.** The parties acknowledge and agree that it is the intent of this Agreement to release from liability, hold harmless, assume risk and indemnify Triad Training to the maximum extent allowed under the law. To give effect to this intent, the parties agree that if any of this Agreement 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.

I have read and understand everything printed in this Agreement:

Member/Guest/Shooter

Date: _____

Name (Print): _____

(Sign): _____

Phone Number: _____ **Email:** _____

Street Address (NO PO BOX):

Witness (Print): _____

Witness Signature (Sign): _____

FILL OUT IF MINORS ARE SHOOTING:

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 _____

Signature of Guardian for Minor (s) _____

Date: _____

Phone: _____
