

MODERN WARRIORS SHOOTING EXPERIENCE RELEASE, WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

I, _____, understand the shooting of firearms (hereinafter referred to as the “Firearms Activity”) is a **HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY**. I understand that this agreement (the “Release Agreement”), prevents me, my heirs, my family members and legal representatives from recovering or bringing claim against Modern Warriors, LLC, a Utah limited liability company, (“Modern Warriors”), in the event of any injury or death for whatever reason, including but not limited to malfunction of the firearm or ammunition, negligence of an employee, instructor or malfeasance of a customer. I understand this Release Agreement is also meant to protect and release from liability all of the following, (who are referred to with Modern Warriors as the “Released Parties”): officers, employees, instructors (whether employed or independent contractors), customers, members, attorneys, agents, lenders, suppliers, and all affiliated persons and organizations, including Alice Firearms.

1. **VOLUNTARY PARTICIPATION**: I verify that I am eighteen (18) years or older and I hereby state that I have voluntarily requested to participate in The Firearms Activity.
2. **ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH INHERENTLY DANGEROUS ACTIVITY**: I understand that the Firearms Activity is a dangerous activity. As a participant, I may suffer serious bodily, psychological and neurological injury or death, or cause injury to another person or property. I understand and agree to accept the risk of bodily injury, death and/or property damage which may occur or which may cause a third party to incur as a result of my use of the firearms rented from Modern Warriors. I understand that this risk includes, but is not limited to, dust inhalation, noise, airborne materials or objects and the actions of other users at the range. I further understand that some of the possible causes of serious injury or death are:
 - A. Exploding targets, exploding or malfunctioning weapons and ammunition
 - B. Direct fire or ricochet of a bullet, either from my weapon, a rental weapon, or a different weapon of Modern Warriors or it’s customer.
 - C. Injury or death resulting from a slip, fall, collision, noise, or environmental condition, even if not directly caused by a firearm but while I am at the outdoor range. I understand that injury or death could result from other causes not listed above, and that any event which causes injury or death is covered by this Release Agreement.
3. **NO INSURANCE REQUIREMENT**: I understand that there is no obligation of Modern Warriors or any Released Party to maintain insurance protecting me or any other person engaging in the Firearms Activity. I agree it is not advisable for me to participate in this Firearms Activity regardless if I do or do not have medical/hospitalization insurance.
4. **ASSUMPTION OF THE RISK**: I am voluntarily participating in the Firearms Activity with knowledge of the danger involved and agree to accept any and all risks of damage, injury or death.
5. **SUITABILITY OF PARTICIPANT**: I promise that I will not participate in the Firearms Activity if:
 - A. I have pre-existing physical limitations or conditions which may be aggravated or harmed by the Firearms Activity.
 - B. I do not fully understand or comprehend the rules, restrictions or directions given during the Firearms Activity.
6. **CONDITIONS WHICH MUST BE DISCLOSED (Write “YES” or “NO” in each box)**
 - Are you under the influence of alcohol or illegal drugs?
 - Are you pregnant and/or nursing?
 - Are you on any medications which would impair your coordination or judgment?
 - Have you been convicted of a felony or act of domestic violence?
 - Are you on probation or is there any legal restriction preventing you from engaging in the Firearms Activity?
7. **DESCRIBE YOUR LEVEL OF FIREARMS EXPERIENCE (Please check one)**
 - Beginner: Less than 5 hours of live fire OR unable to remove jammed ammunition from firearm
 - Intermediate: Between 5 and 25 hours of live fire AND able to remove jammed ammunition from firearm
 - Advanced: More than 25 hours of live fire AND able to remove jammed ammunition from firearm
8. **RELEASE AND HOLD HARMLESS AGREEMENT**: As consideration for permission by Modern Warriors to allow me to participate in the Firearms Activity, I hereby agree and represent that myself, my heirs, my legal representative, my guardians and my family members **will not and cannot make a claim** against, sue or attach the property of Modern Warriors, or any of the Released Parties or any of the supplier of any equipment used in the Firearms Activity, regardless if the injury, death or damage was a result of the negligence or negligent acts of others, howsoever caused. I further agree and forever hold harmless and indemnify Modern Warriors and other Released Parties from any and all injuries and damages, resulting in any way from my participation or spectating in the Firearms Activities, even if such damages are caused by Modern Warriors or any other Released Party through negligence or breach of any legal duty or standard of care.
9. **KNOWING AND VOLUNTARY EXECUTION**: I have carefully read this Release Agreement and fully understand its content. I am aware this is a full release of liability and contract between myself, Modern Warriors and all Released

Parties, and I am hereby signing it of my own free will and choice. At all times I will abide by the rules and procedures as instructed by the staff of Modern Warriors.

10. **ONGOING EFFECT:** This document may not be revoked, amended, or altered with respect to any occurrence or incident. It may be revoked prospectively (before an accident or occurrence which causes injury or death), but only if further participation in the Firearms Activity stops, and provided further that written notice of the prospective revocation is provided to Modern Warriors and a written receipt is obtained from a Modern Warrior employee.
11. **INTERPRETATION:** In the event that any court of competent jurisdiction determines that any provision herein is too broad, this Release Agreement shall be interpreted so that the provision is interpreted in a manner so as to maximize the protection intended for Modern Warriors and the Released Parties. This Agreement, to the extent so modified, shall remain in full force and effect.
12. **SUCCESSORS:** This Release Agreement is binding upon the successors and assigns of each Party and of all Released Parties.
13. **SAFETY PROVISIONS AND REFUNDS:** I agree to follow all safety and handling directives given by the staff of Modern Warriors. I further understand and agree that any staff member of Modern Warriors may remove me from the Firearms Activity at any time for behavior that such staff member in their sole judgment finds inappropriate, unsuitable, uncondusive to learning, or dangerous. I also understand and agree that if removed from the Firearms Activity, I will not be issued a refund for any unused ammunition or rental of firearms.
14. **PERMISSION TO PHOTOGRAPH:** I understand and agree that staff of Modern Warriors may be taking photographs of myself and the Firearms Activity. I consent for photographs to be taken of myself and the Firearms Activity and further agree that such photographs are the property of Modern Warriors and allow Modern Warriors to use such photographs as they deem necessary and appropriate, and I agree to release Modern Warriors and the Released Parties from any liability related to such photographs.
15. **CHOICE OF LAW:** This agreement shall be interpreted according to the laws of the State of Utah.

Dated this _____ day of _____, 2017

Address: _____

Signature: _____

MODERN WARRIORS SHOOTING EXPERIENCE FIREARM SAFETY AND OPERATION ACKNOWLEDGMENT

At Modern Warriors, we strive to ensure everyone fully understands firearm safety and operation. If at anytime you are unsure of how to handle or operate a firearm, immediately cease the Firearms Activity and seek a Modern Warrior staff member for assistance.

Please read and initial each item then print, sign and date below.

1. I understand that I must always keep all firearms pointed in a safe direction. ()
2. I understand that I must keep all firearms unloaded until ready to shoot. ()
3. I understand that I must keep my finger **OFF** the trigger until ready to shoot. ()
4. Prior to shooting any firearm, I will ensure that I understand how to properly load and unload the firearm. ()
5. Hearing and eye protection are provided and must be worn at all times while on the range. ()
6. First Aid and Fire Extinguishers are located within the shooting range area. ()
7. Prior to shooting any firearm, I ensure that I understand how to properly engage and disengage the safety mechanism. ()
8. Prior to shooting any firearm I will ensure that I understand how to open/close the action of the firearm. ()
9. I acknowledge that I have been made aware of and fully understand safe firearm handling procedures. ()
10. If I notice any unsafe activities I will notify a Modern Warrior staff member immediately. ()
11. If at any time I am unsure of how to handle or operate a firearm I agree to cease all shooting activities and seek a Modern Warriors staff member for assistance. ()

Print Name

Signature

Date