

## EVENT / INSTRUCTION AGREEMENT AND RELEASE OF LIABILITY

This agreement contains affirmative representations by the Attendee, disclosures by the Instructor, and a release of liability by the Attendee. It should be reviewed prior to signing.

Executed on (month / day / year) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

by (Attendee's full PRINTED name) \_\_\_\_\_

whose address is (home address) \_\_\_\_\_

(referred to as the "Attendee"), and BUCKEYE FIREARMS FOUNDATION, INC. (referred to as the "Instructor").

In consideration of being permitted to attend a shooting event or course of instruction in firearms and/or self-defense, for the instruction in firearms and/or self-defense, for use of classroom facilities, for use of training grounds, range facilities and range equipment, including safety equipment, Attendee, for him/herself and his/her personal representatives, heirs, and next of kin, agrees and represents as follows:

### ACKNOWLEDGEMENT OF DISCLOSURE BY INSTRUCTOR

Instructor has disclosed to Attendee that all participation and/or instruction of Attendee is being provided by Instructor. No individual, range, training grounds, or classroom facility is providing participation and/or instruction to Attendee, and Attendee specifically acknowledges that Instructor has disclosed that the participation and/or instruction is not being provided by any individual, range, training grounds, or classroom facility being used by Instructor. Instructor has made separate arrangements to secure use of ranges, training grounds, and classroom facilities as those needs are identified, and the range, training grounds and/or classroom facility, by allowing Instructor and Attendee to use their facilities or resources, has not provided any participation and/or instruction of Attendee, or undertaken any contractual relationship with Attendee. Attendee explicitly agrees that the participation and/or instruction is being provided entirely by Instructor and not any range, training grounds, or classroom facility used by Instructor.

### REPRESENTATIONS BY ATTENDEE

Attendee, by signing this agreement, has represented to Instructor that he/she is familiar with his/her own firearm, is satisfied with the operability and condition of his firearm and ammunition, and is not relying on Instructor to inspect or approve of Attendee's personal firearm or ammunition. Attendee further represents, by signing this agreement, that Attendee's possession and use of said firearm is legal under all applicable local, state and federal laws. Attendee specifically represents to Instructor that he/she is not under a condition of firearm disqualification, including, but not limited to: being under indictment, or charged with, a disqualifying criminal offense; being convicted of a disqualifying criminal offense; having renounced citizenship or having been dishonorably discharged from the armed services; being under a protection order of any nature; being mentally incompetent; being addicted to drugs or alcohol; being a user of illegal drugs or being a fugitive from justice.

### ASSUMPTION OF RISK

Attendee acknowledges that shooting events, firearms instruction and/or self-defense training have an **inherent risk of harm, including, but not limited to, risks of serious injury, permanent disability, and/or death**, entirely beyond the scope of control of Instructor, including intervening acts of third parties and/or environmental variables that Instructor cannot control. Attendee further acknowledges that shooting events, firearms instruction and/or self-defense training involves activity that is physically and mentally demanding and that he/she should consult a physician prior to any participation or instruction. **Attendee expressly assumes the risk of taking part in the shooting event and/or firearms instruction and discharging live ammunition at the range, together with being present while other Attendees discharge live ammunition. Attendee further expressly assumes the risk of taking part in self-defense training which encompasses a broad range of potentially dangerous activity including, but not limited to, training with firearms, knives or other weapons, rough physical contact, traversing dangerous terrain, and activities in the dark or inside structures. Attendee hereby represents that he/she is aware of the inherent risks of shooting events, firearms instruction and/or self-defense training and understands and appreciates those risks.**

### RELEASE OF LIABILITY

**By signing this agreement, Attendee covenants not to sue and releases, waives, indemnifies, and discharges Buckeye Firearms Foundation, Inc., whose address is P.O. Box 357, Greenville, OH 45331 (the "Instructor"), its officers, employees, members, volunteers, and/or agents, any range, training grounds, and/or classroom facility, and all other**

persons/entities involved in the participation, instruction or training of Attendee, however remotely, (hereinafter collectively referred to as "Releasees") from all liability to the Attendee, his/her personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or damage, on account of injury to the person or property or resulting in death of the Attendee, whether caused by the negligence of Releasees or otherwise while the Attendee is participating in the shooting event, firearms instruction and/or self-defense training, in any and all phases of such participation, including travel, occurring in the present or future.

Attendee, in consideration of being permitted to participate in the shooting event, firearms instruction and/or self-defense training, does for himself/herself, his/her heirs, executors, administrators, and assigns, release and forever discharge Releasees, their heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in the shooting event, firearms instruction and/or self-defense training or any activities in connection with the shooting event, firearms training and/or self-defense training, whether by negligence or not.

#### **INDEMNIFICATION**

Attendee agrees to indemnify, reimburse, defend, and hold harmless the Releasees and each of them from any loss, liability, damage, or cost, including court and/or legal costs and attorney fees, that may incur due to the presence of Attendee in or on any premises, range, training grounds, or classroom facility used in the event or instruction, whether caused by the negligence of the Releasees or otherwise.

#### **OTHER PROVISIONS**

Attendee agrees to follow all safety rules and instructions and to wear all safety equipment including eye and ear protection during the course of participation in the shooting event, firearms instruction and/or self-defense training. Attendee also agrees to inform Instructor of any conduct or condition that might endanger himself/herself or others while so participating.

Attendee affirms and represents that he/she has no health problems that preclude participation in the shooting event, firearms instruction and/or self-defense training and that he/she possesses the skill and fitness level to participate safely. Attendee further releases all Releasees from any claim whatsoever on account of first aid, treatment or service rendered him/her during participation in the shooting event, firearms instruction and/or self-defense training, and expressly authorizes Releasees to give such first aid or emergency treatment, including emergency transportation and services for which the Attendee assumes all costs.

Attendee agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect. Attendee agrees that this agreement shall be construed in accordance with and exclusively governed by the law of the State of Ohio. Attendee further agrees that any litigation arising under this agreement shall be brought and venued exclusively in Ohio, consents to personal jurisdiction of these courts, and waives any objection that such venue is inconvenient or improper.

Attendee states that he/she has carefully read the above release and understands the contents of the release and signs this release as his/her own free act and deed. Attendee acknowledges that he/she has been given an opportunity to: 1) review this release before paying any event or instruction fee; or 2) has been given an opportunity to obtain a refund of the unused portion of the fee if he/she chooses not to sign this release.

This release contains the entire agreement between the parties and the terms of this release are contractual and not merely recital. This agreement supersedes any and all other agreements, either oral or written, between the parties relating to the parties' rights and liabilities.

Dated on the date recited above.

\_\_\_\_\_  
Attendee Signature

\_\_\_\_\_  
Parent/Legal Guardian Signature (if Attendee is a minor)

*This liability waiver was revised and approved January 16, 2018.*