



Waiver and Release of Liability

In consideration of the **risk of injury or death** while participating in *Firearms Training* (the “Activity”) using live ammunition, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby **release and forever discharge** Latent Force LLC, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am **voluntarily participating** in the aforementioned Activity and I am participating in the Activity entirely **at my own risk**. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, physical or psychological injuries, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economical or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, **I assume all related risks**, both known and unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to **indemnify and hold harmless** Latent Force LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Latent Force LLC incurs any of these types of expenses, I agree to reimburse Latent Force LLC.

I acknowledge that Latent Force LLC and their directors, officers, members, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Latent Force LLC. I acknowledge that I have carefully read the “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge Latent Force LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any rights that I otherwise have to bring a legal action against Latent Force LLC for personal injury or property damages.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Latent Force LLC, its agents, members, volunteers and employees.

In the event that I should require **medical care or treatment**, I agree to be financially responsible for any costs incurred as a result of such treatment. As a participant in this activity I hereby release and forever discharge Latent Force LLC from any claim whatsoever that may arise or result from any first aid, treatment, or any like service rendered in connection with my participation in these activities.

In the event that any **damage to equipment or facilities** occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness and also agree and acknowledge to be immediately removed from class without being entitle or due any fees, deposits or tuition paid, as a result of my actions.

I do hereby **consent, release and convey** unto Latent Force LLC all right, title and interest in any and all photographic images and video or audio recordings made by Latent Force LLC during the Activity, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I **acknowledge and agree** that I will follow rules, regulations and directions of Latent Force LLC instructors, the rules and regulations of the facilities being used for the duration of that Activity whether communicated in writing, verbally, or posted at the premises. I acknowledge that such rules, regulations and directions are vital for the safety of all participants. Failure to follow these rules, regulations and directions may result in my ejection from the Activity **without refund** of any monies paid to Latent Force LLC for my participation.

This agreement was entered into at arm’s-length, **without duress or coercion**, and it is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Latent Force LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.



This agreement shall be interpreted and enforced under the laws of the **State of Arizona**. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provisions it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

| <u>Emergency Contact</u> | <u>Contact Relationship</u> | <u>Contact Telephone</u> |
|--------------------------|-----------------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I, the undersigned participant, affirm that I am the age of **18 years or older**, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

Parent / Guardian Waiver for Minors

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or legal guardian, as follows:

I certify that I am the parent or legal guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Legal Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____