LIABILITY WAIVER Waiver of Liability & Hold Harmless Agreement

EVERYONE who wishes to use the range facility or participate in a training class, whether observing, shooting their own firearm(s), or shooting a rental firearm **MUST** complete this form annually. All information supplied will be kept strictly confidential, will not be distributed or made available to others for any purpose, and is for the sole use of Edwards Training Center, LLC.

First Name			Ν	Middle Name		Last Name		DOB
Driver's License #			State ID Issued In	Emergency Contact		Contact #		
Home Phn #			Mobile Phn #	E-mail Address				
Mailing Address				City			State	Zip
How did	you hear ab	oout us?	BillboardNewspaper	□ Radio□ Drive By	□ Facebook □ Instagram	□ Twitter □ Yelp	☐ Foursquare ☐ Google	□ Other
□ YES	□ NO	Are you a U.S. Citizen or permanent resident alien?						
□ YES	🗆 NO	Are you, or is there a chance you may be, pregnant?						
□ YES	□ NO	NO Are you an unlawful user of, or addicted to, marijuana, any depressant, stimulant, narcotic drug, or any other controlled substance?						
□ YES	□ NO	Have you ever been convicted of a felony or a Class A or Class B misdemeanor?						
□ YES	YES INO Have you ever been adjudicated as mentally defective, been committed to a mental institution, or have a history of mental illness or severe depression?							

In accordance with West Virginia Statute § 61.7.4 (5) it is unlawful for any person to own or have in his/her care, custody, possession, or control any firearm, ammunition, or electric weapon or device, due to a domestic violence offense or current restraining or protective order prohibiting the individual from being in possession of a firearm or weapon. This includes, but is not limited to, any individual that is prohibited from possessing a firearm, such as a convicted felon, by which a judge has ruled and imposed a sentence that you may not be in possession of or use a firearm, including under indictment for a felony offense or is currently serving a sentence of confinement, parole or probation or other court-ordered supervision imposed by a court of any jurisdiction or is the subject of an emergency or temporary domestic violence protective order or is the subject of a final domestic violence protective order entered by a court of any jurisdiction.

I acknowledge and understand that ETC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any range facilities or equipment including, but not limited to: firearms, ammunition, eye/hearing protecting and first aid supplies. I further understand and acknowledge that ETC has no duty to undertake first-aid or rescue operations or procedures in the event any such event or property damage, physical or emotional injury occurs, and that any such operation(s) or procedures may result in compounded or increased damage or injuries, and I cannot pursue any legal proceedings for anyone offering or rendering first-aid to me in any such situation.

You must be at least eighteen (18) years of age to rent a rifle or shotgun, at least twenty-one (21) years of age to rent a handgun or Class III weapon, and must show a valid US Driver's License or state-issued identification. Anyone suspected of being under the influence of drugs or alcohol will NOT be allowed on the range. Edwards Training Center reserves the exclusive right to refuse service to anyone.

I, <u>Print Enclard Lat Name</u>, have been shown the proper and safe operation of the firearm which I will be using. I hereby release Edwards Training Center, LLC, the landlord and landowner, officers and employees, agents, representatives and assigns or those working under direction of Edwards Training Center ("ETC") from any and all liability for personal injury or property damage arising out of the use (by me or any third party), in any way, of the facility, its equipment or firearms, or my firearm. I agree to hold ETC harmless and to indemnify ETC from responsibility for any clams or demands arising out of such use (by me or any third party). I agree to hold ETC harmless for all claims or demands by me, if I am harmed by the actions or omissions of a third party while I am at ETC. I agree to be held financially responsible for any damage or destruction caused by me to the range, range equipment or any property owned by a third party. I agree to abide by all Range Rules & Guidelines (see reverse side). If any information changes, I agree to notify ETC as quickly as possible and before additional usage of the facility.

Participant Signature

Date

RELEASE OF MINORS RIGHTS

READ THIS FORM COMPLETLEY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ETC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE ARE INHERENT DANGERS AND A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATION IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS WHICH CANNOT BE AVOIDED OR ELMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR AND YOUR CHILDS' RIGHT TO RECOVER FROM ETC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM, AND ETC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE. IF YOU DO NOT SIGN THIS FORM, AS THE PARENT OR LEGAL GUARDIAN, YOU AGREE TO BE HELD LIABLE FOR ANYTHING THAT RESULTS FROM THE MINOR'S ACTIONS INCLUDING, BUT NOT LIMITED TO, FINANCIAL IMPLICATIONS, PHYSICAL DAMAGE AND/OR DEATH.