



Down Range, LLC Release from Liability and Waiver or Claims Release and Waiver executed on \_\_\_\_\_ (date), by (Name) \_\_\_\_\_ of (Address) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

(hereinafter "Trainee" or "himself/herself" or "him/her") agrees to the following: On behalf of and for himself/herself and for his/her executors, personal representative, administrators, assignees, heirs, and next of kin, Trainee hereby (1) waives; (2) releases; and (3) agrees to indemnify, hold harmless, and defend Down Range and its individual certified Instructors teaching the Course (hereinafter "Instructor" or "Instructors"), their agents, officers, shareholders, employees, successors and assigns from: any and all claims or liability for all matters, including but not limited to, any and all property damage, death, personal loss, injury, and other occurrences to Trainee or Trainee's property, and any liability, loss, costs, damage, expenses, claims, demands or lawsuits resulting from, arising out of, related to, or connected with: Down Range, LLC., its officers and members. I, releasor, being of lawful age, (or signed by parent/guardian for minor) in consideration for being permitted to participate in this activity at Down Range, LLC. Smithsburg, MD., do for myself, my spouse, legal representatives, heirs and assigns, hereby release and forever discharge Down Range, LLC its officers and members, from all liability, for any and all loss or damage, and from any and every claim, demand, action or right of action, of whatever kind of nature, either in law of equity, arising from or by reason of death, or any bodily injury or personal injuries known or unknown, or property damage resulting or to result from any incident which may occur as a result of my participation, whether caused in whole or in part by negligence of releasee or otherwise. I hereby assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of releasee or otherwise while at Down Range, LLC and while competing, officiating, working, observing or for any other purpose participating in this activity. Releasor hereby agrees to indemnify and hold harmless Down Range, LLC its employees, agents, servants, principles, officers, successors, assigns, insurers, partners, affiliates, subsidiaries, parent entities and related entities (collectively hereinafter "indemnified Parties") from and against, and to reimburse the indemnified parties with respect to, any and all claims, demands, actions, causes of actions, losses, damage, liabilities, costs and expenses (including reasonable attorney's fees and other cost and expenses incident to any claim, suit, action of proceeding) arising out of or resulting from Releasor's participation as a shooter, trapper, observer, or volunteer, occurring on the premises of the Indemnified Parties, or from any goods or services provided by the Indemnified Parties.

A. Trainee's presence at and/or participation in the Course; the discharge of firearms by Trainee; Trainee's presence on or use of the building, land, and premises where the Course is held ("Premises"); and, any and all acts or omissions of Trainee. This release includes (where allowed by state law) releasing any claim against Down Range and its Instructors, their agents, officers, shareholders, employees, successors and assigns for their own negligence. This release does not waive liability for intentional or reckless acts of Down Range and its Instructors.



This provision shall be broadly construed to include the acts of omissions of Releasor and/or Releasor's minor children, including, but not limited to, acts of Releasor's minor children's own negligence, and acts of omissions of the Indemnified Parties, including, but not limited to, acts of the Indemnified parties own negligence. I further specifically release Down Range, LLC, its officers and members from any claim whatsoever on account of first aid, or other medical treatment of service rendered me or releasee during my attendance at this activity. I agree that this release and waiver contracts the entire agreement between myself and Down Range, LLC and the terms of this release and waiver are contractual and not a mere recital. I agree that this release and waiver agreement is intended to be as broad and inclusive as permitted by law, and that if any portion or it is held invalid, the balance of it will, notwithstanding, continue in full legal force and effect. I have carefully read this release and waiver and understand all it's terms. I execute it voluntarily and with full knowledge of its significance. In witness whereof, I have executed this release and waiver at Down Range, LLC.

\_\_\_\_\_  
Printed Name

.Signature: \_\_\_\_\_ Date of Execution:  
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