

April 14, 2013

## WAIVER AND RELEASE OF LIABILITY

## ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of allowing me to participate in range firing activities and being permitted to attend a course for instruction in firearm and/or participate in firearm related activities conducted by MV TACTICAL & FIREARMS TRAINING, INC.

INSTRUCTIONAL STAFF, I, \_\_\_\_\_, for myself, my legal representative, successors, heirs, and next of kin:

HEREBY ACKNOWLEDGE that firearms and firearm ammunition may be hazardous in nature and may cause substantial injury to persons and property. I recognize that there are inherent dangers associated with shooting including, but not limited to: loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the facility and I will be aware of their actions whenever I am on range property.

With these facts in mind, I voluntarily, agree to assume all risk of injury to my person and property, and waive the right to bring any and all claims against MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF, or all employees, agents,

administrators, successors, and assigns, from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense, arising out of or in any way connected with my participation in range and firearm activities. I will not take any legal action, and I enjoin my legal representative, successors, heirs, and next of kin, from taking any action contrary to this RELEASE OF LIABILITY.

I further waive for myself and for my executors, legal representative, successors, heirs, and next of kin, any and all rights and claims for damages, losses, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF (including, but limited to, the death of the Undersigned and/or any and all injuries, damages, or illnesses suffered by Undersigned or Undersigned's property), which may in any way whatsoever, arise out of, be related to, or be connected with the course of instruction. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby expressly release MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF from any and all such claims and liabilities.

I expressly assume the risk of taking part in the course for instruction in firearms and taking part in activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition. I acknowledge that I understand that firearms are inherently dangerous, and as such, any injuries or accidents that occur during this course, or subsequent to this course, due to weapons malfunction, or due to my negligence or mishandling,

are not the responsibility of MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF, assistant MV Tactical & Firearms Training, Inc. Instructional Staff, or range personnel, "A Place to Shoot" in Santa Clarita California or its range personnel and employees, "Angeles Firing Range" in Lakeview Terrace, California or its range personnel or employees, the City of Culver City, the Culver City Police Department or its current, retired, or former employees.

I acknowledge that I have read this waiver and release agreement, and by signing I voluntarily agree to exempt and relieve MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF, any of the agents, employees, administrators, successors, and assigns, "A Place to Shoot" in Santa Clarita California or its range personnel and employees, "Angeles Firing Range" in Lakeview Terrace, California or its range personnel or employees, the City of Culver City, the Culver City Police Department or its current, retired, or former employees from liability for personal injury, property damage, or wrongful death caused by the negligence of another. I also agree to defend, indemnify and hold harmless the MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF, and any related parties, from and against all claims, losses, damages, and cost caused by, arising out of, or related to the actions of myself and those guests for whose conduct I am responsible. Should MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF, or anyone acting on their behalf, be required to incur attorney's fees and/or cost to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs. I acknowledge that MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF does not accept or assume any liability or responsibility for any acts or omissions that are purportedly the result of said course. I am fully aware that I give up all rights I may have to recover compensation through the courts or otherwise, for any personal injuries, damage to my property or for my death arising out of my

participation in the firearm course taught by MV TACTICAL & FIREARMS TRAINING, INC. INSTRUCTIONAL STAFF.

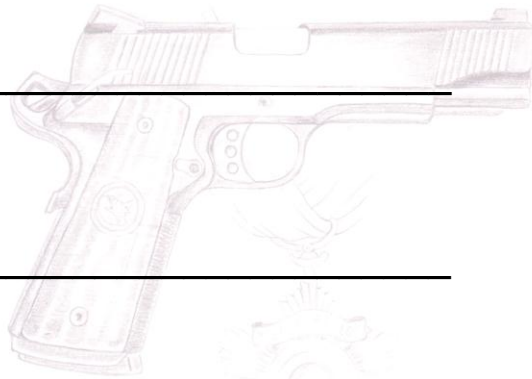
I certify that I may lawfully own and operate firearms within the State of California.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

MV TACTICAL & FIREARMS



TRAINING, INC.

CIVILIAN - LAW ENFORCEMENT