

Legend Firearms

Waiver, Release And Hold Harmless Agreement

In consideration of permission granted by Legend Firearms allowing me to participate in the **Transaction of Commerce and Services** of said establishment as a Customer, which will begin on _____, Today's Date

I, _____, (herein referred to as "Client") together with my parent or guardian
Name of Client

if I am under the age of eighteen or under a legal disability, represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I understand and acknowledge that participation in any **Commerce and/or Services** includes inherent dangers, including risk of death, substantial bodily harm, injuries, illness and property damage. I acknowledge that participating in the **Commerce and/or Services** involves certain serious risks and that injuries, death, illness, property damage or other harm could occur to me or others. I understand and acknowledge that it is my responsibility to fully appreciate these risks and any others that may exist. I agree that I am voluntarily participating in the **Commerce and/or Services** and the use of the premises and facility where the **Commerce and/or Services** is taking place. I knowingly and voluntarily assume all risks of death, injuries, illness, damages or any form of harm that may occur in connection with the **Commerce and/or Services**. I understand and acknowledge that Legend Firearms is not responsible to any loss of, or damage to my personal property, and I accept sole responsibility for my property. I understand and acknowledge that in participating in the **Commerce and/or Services**, I do so entirely at my own risk.
2. I understand that due to the dangers associated with the **Commerce and/or Services**, I must follow any and all safety precautions, policies and procedures implemented by Legend Firearms. I understand that if I fail to follow any safety precautions, policies and procedures, I will not be permitted to participate in any further **Commerce and/or Services**.
3. **This Waiver, Release and Hold Harmless Agreement is a release from liability** and includes, without limitation, all harm which may occur as a result of my participation in the **Commerce and/or Services**. My participation in the **Commerce and/or Services** includes, without limitation (a) the legal purchase of firearms, ammunition and/or any other retail accessories, (b) renting of firearms for the purposes of any legal activities as specified in the Union Hill Gun Club Charter and Range Rules document (b) the sudden and unforeseen malfunctioning of any equipment, including, but not limited to firearms and ammunition, whether provided by Legend Firearms, any other company or the Participant, (c) any instruction, training, and supervision provide by the Range Safety Officers of the Union Hill Gun Club or Management, and (d) slipping and/or falling while using the facilities for the **Commerce and/or Services**, or on the whole premises both indoor and outdoor, including the interior if such exists, adjacent sidewalks and parking areas. I understand and acknowledge that this release for liability applies regardless of the location of the **Commerce and/or Services**, and is not restricted to any particular facility.

4. I accept and voluntarily incur all risks of death, substantial bodily harm, injuries, illness, damages, property damage, or any other harm which arise during or result from my participation in the **Commerce and/or Services**, regardless of whether or not caused in whole or in part by the fault of Legend Firearms, and/or its or their departments, trustees, affiliates, employees, officers, agents, insurers, family members, representatives, successors, or assigns (hereinafter referred to as, the "Released Parties"). I waive all claims against any and all of the Released Parties for any and all injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the **Commerce and/or Services**, regardless of whether or not caused in whole or part by the fault of any of the Released Parties. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties. I release and forever discharge the Release Parties from all such claims.
5. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorney's fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the **Commerce and/or Services**, regardless of whether or not caused in whole or part by the fault of any of the Released Parties.
6. I understand and agree that to the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties.
7. I acknowledge that I have carefully read this "Waiver, Release and Hold Harmless Agreement" and fully understand that it is a release of liability. I expressly agree to release and discharge the Released Parties from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring legal action against the Released Parties for wrongful death, personal injury, property damage, and other causes of action known or unknown. I understand that I am giving up and waiving rights that I may otherwise have to bring a legal action against the Released Parties, and I do so voluntarily.
8. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provisions severed herefrom.
9. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.
10. **I hereby acknowledge that I fully understand the "Waiver, Release and Hold Harmless Agreement" and I execute it voluntarily.**

EXECUTED this _____ day of _____, 20_____.

Client Signature

Client Printed Name

Client Parent or Guardian Signature (if applicable)

Client Parent/Guardian Printed Name