

High Caliber Civilian & Officer Training Academy, Inc. Firearms Training Waiver, Release and Indemnity Agreement

All those who wish to train with us in any capacity must fill out this form in its entirety. All information provided will be kept confidential, and won't be distributed to others for any purpose. This waiver is strictly for use by High Caliber Civilian & Officer Training Academy, Inc. ("the Company").

Personal Confidential Information:

First Name: _____ Last Name: _____ SSN: _____

Date of Birth: _____ Driver's License/ID # _____ State of Issue: _____

Home/Cell Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact Name/Relationship: _____

Emergency Contact Telephone: _____

List any previous firearms training and/or certifications: _____

Initial Assumption of Risk: I, (Print Name) _____ hereby release the Company, its member entities, owners, employees, officers, directors, volunteers, instructors, guests, agents, and affiliates from all liability for personal injury or property damage through use, in any way, of the facility, its equipment, its firearms, or my own firearm. I agree to indemnify the Company from responsibility for any claims or demands arising out of such use. I agree to accept and assume any and all risks existing at the High Caliber Civilian & Officer Training Academy, Inc. I acknowledge and understand that shooting activities are hazardous and involve risks both known and unanticipated. I agree to assume all responsibility of these risks, which could result in damage to property and serious physical or emotional injury, including paralysis or death, to others or myself. Possible known and unknown injuries may include, but are not limited to: being shot or injured in any manner by myself or others, shooting others, partial or total loss of eyesight or hearing, burns, amputation, inhalation or other harmful contact with lead or contaminants, being struck by flying or falling debris or projectiles, disability, and death. I agree to assume all liability for any act, acts, or omission to act, even any negligent, reckless, or criminal act by any other or myself.

Initial Release and Indemnification: I agree that myself and my heirs, guardians, representatives, successors, that myself, and assigns release and forever discharge and agree not to sue the Company officers, directors, attorneys, agents, employees, contractors, volunteers, and guests. I release and discharge these same parties for any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever that I may have for property damage, personal injury, or death resulting from my entering the premises, using the facilities or equipment, or engaging in or observing shooting and other activities at High Caliber Civilian & Officer Training Academy, Inc. and its operations, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result from any acts of the Company, even any negligent act or omission to act including negligent or omitted first-aid or rescue operations or procedures. Further, I agree to indemnify, defend, and hold harmless the Company, for any and all claims, damages, demands, causes of action, expenses, attachments of property, attorneys' fees, court costs, or liability of any kind that any person or entity may have for property damage, personal injury, or death resulting from my entering the premises, using any facilities or equipment, or engaging in or observing shooting and other activities at High Caliber Civilian & Officer Training Academy, Inc. facility and its operations, to the extent that such claims, damages, demands, causes of action, expenses, attachments of property, attorneys' fees, court costs, or liability result partially or wholly from any negligent act of participant, or any act that would subject participant to strict liability.

Initial Medical Certification: I certify that I have no medical or physical conditions that could compromise my safety and the safety of others in any activities at the Effective Firearms Training facility. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer, or else I agree to personally bear the costs of such injury or damage.

Initial Other Rules: I agree to abide by all written, video, and verbal safety rules issued by the High Caliber Civilian & Officer Training Academy instructors, staff, or Range Safety Officers, and to supply my own safety equipment.

Initial Definition of Firearm: For the purposes of this Agreement, a firearm is defined as any pistol/handgun, rifle, shotgun and/or machine gun or device of any description or design whether single shot, semiautomatic or fully automatic which discharges a projectile by the use of gunpowder or compressed air.

Initial Venue: This Waiver and Release and Indemnity Agreement is governed by the laws of the State of Florida. Venue shall be Ocala, Florida .

I have fully and carefully read this Waiver, Release and Indemnity Agreement and understand its contents. I am aware that this is a release from liability and indemnification agreement and a contract between the Company and myself and that it imposes limitations to my legal rights. I sign it of my own free will. I certify that I will not operate any firearms or equipment with which I am not completely familiar.

I also consent to be financially responsible for and reimburse High Caliber Civilian & Officer Training Academy, Inc. for any shooting that causes damage.

Signature of Participant

Date

Printed Name of Participant

If participant is under the age of 18 years old, a parent or legal guardian must also initial each section and, along with the participant, sign here:

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian

