

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Course / Event: _____

Date: _____

Location: Talon Ranch — 19737 High Glen Rd., Alpine, CA 91901

Participant Information

Printed Name: _____

Date of Birth or AGE: _____ / _____ / _____

Address: _____

City / State / Zip: _____

Phone: _____ **Email:** _____

Emergency Contact (Name & Relationship): _____

Emergency Contact (Phone): _____

Agreement

1. DEFINITIONS

“Released Parties” means **Ready Ops Training, LLC**, its owners, members, managers, officers, directors, employees, agents, contractors, instructors, volunteers, affiliates, successors and insurers; **Cedar Ranch Investments, LLC (dba Talon Ranch)**, its owners, agents, employees, instructors and volunteers, including but not limited to **Jay P. Farrington & Matthew Mellinger**; and any other person or entity acting on behalf of any of the foregoing. “Activity” means all training, instruction, range use, target engagement, transportation to/from range areas, and other services provided in connection with this course.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I acknowledge that the Activity involves inherent risks, hazards and dangers that cannot be eliminated (including but not limited to handling firearms, ricochets, projectile fragments, hearing damage, adverse weather, slips/trips, animal or insect encounters, and acts or omissions of other participants). I VOLUNTARILY CHOOSE TO PARTICIPATE and assume ALL RISKS, known and unknown, foreseeable or unforeseeable.

3. REPRESENTATIONS

I represent that I am in good physical health, not under the influence of alcohol or drugs, legally permitted to handle firearms, and will comply with all range rules and instructor directions.

4. RELEASE AND WAIVER

To the fullest extent permitted by law, I, on behalf of myself, my heirs, personal representatives, assigns and next of kin, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Released Parties from any and all liability, claims, demands, causes of action or suits at law or equity arising from or related to my participation in the Activity, WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF A RELEASED PARTY.

5. INDEMNITY

I agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of my negligent or willful acts or omissions during the Activity, my breach of this Agreement, or any claim by a third party arising from my actions.

6. MEDICAL AUTHORIZATION

If I am injured and unable to provide consent, I authorize the Released Parties to obtain emergency medical treatment for me and agree to be financially responsible for such treatment.

7. MEDIA RELEASE

I grant the Released Parties the irrevocable right to use photographs, video, and audio of me taken during the Activity for educational, promotional, advertising, or other purposes without compensation unless otherwise agreed in writing.

8. ALCOHOL / DRUGS / RULES

I will not possess or consume alcohol or illegal drugs during the Activity and will follow all safety rules and instructor directions.

9. MINORS

If participant is under 18, a parent or guardian must sign and agree to the terms on behalf of the minor.

10. CHOICE OF LAW & VENUE; SEVERABILITY; ENTIRE AGREEMENT

This Agreement is governed by California law. If any provision is invalid, the remainder survives. This Agreement is the entire agreement between the parties.

Pre-Range Acknowledgements (please check / initial)

I will wear approved eye protection (shatterproof) and hearing protection during live fire.

Initial: _____

I have not consumed alcohol within 12 hours and will not consume alcohol or illegal drugs prior to or during the Activity. Initial: _____

I have read and understand the range rules provided and will comply with all instructors and RSO commands. Initial: _____

I have disclosed to the Lead Instructor any medical conditions or injuries that may affect my safe participation. Initial: _____

I acknowledge that Ready Ops Training, LLC and Cedar Ranch Investments, LLC (dba Talon Ranch) are separate entities and that this waiver applies to both entities and their personnel.
 Initial: _____

Participant Signature: _____ Date: _____

Printed Name: _____

Parent / Guardian Signature (if minor): _____ Date: _____

Printed Name: _____

Range Official / Witness (print): _____ Signature: _____

Date: _____