

# Peacemaker National Training Center, LLC



## Hold Harmless, Waiver, Release, Indemnification Contract

### NOTE TO APPLICANT: THIS CONTRACT CONTAINS A RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

The undersigned, \_\_\_\_\_, hereby applies for use of the Peacemaker National Training Center, LLC's shooting sports complex (hereinafter the Premises). In signing this contract, I certify that I am a citizen or am legally authorized to keep and bear arms under the United States Constitution and I am not in any manner prohibited from owning or using firearms under any Federal, State, or Local law or order of any Court of competent jurisdiction. I testify that I am not an illegal alien or are unlawfully in the United States. I agree to abide by the rules and regulations as may from time-to-time be promulgated by Peacemaker National Training Center LLC for conduct at the Complex. In exchange for use of the Premises, participation, and/or observation of, competitions, instruction in firearms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon acceptance of this contract and the payment of the requisite usage fees, the Undersigned agrees as follows:

- A. The Undersigned agrees to indemnify, hold harmless and defend the Peacemaker National Training Center LLC, and its members, employees, instructors, attendants, volunteers, customers, guests, directors, officers, partners, or agents (hereinafter "PNTC"), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to, or connected with: the discharge of firearms; the course of instruction; PNTC's range/s, buildings, land and premises (hereinafter the "Premises"); and, the Undersigned's presence on or use of said Premises. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, the State of West Virginia, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend PNTC from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against PNTC, whether individually, jointly, or jointly and severally with the Undersigned, together with all costs and expenses incurred in connection with any such claim, demand or lawsuit, including court costs and attorney's fees and expenses.
- B. The Undersigned agrees to be bound by all of PNTC's safety and range operation rules, regulations, restrictions and/or policies as they may be promulgated and amended from time to time as the same are posted on the premises and/or on PNTC's website.
- C. The Undersigned, expressly acknowledging the danger involved in firearm activities, does further expressly agree to accept all responsibility and liability for all damages of any kind or type (including property damage, personal injury, or wrongful death) caused in whole or in part by ammunition or projectiles discharged from any firearm, bow, or other shooting or sporting device utilized by the Undersigned while on the PNTC premises, whether or not such damage was incurred upon the said PNTC premises or upon non-PNTC premises.
- D. The Undersigned waives for himself/herself and his/her executors, administrators, assignees or heirs, any and all rights and claims for any present and future damages, losses, demands and any other actions whatsoever, including

negligence, which he/she may have or which may arise against PNTC (including, but not limited to, any and all injuries, including personal injuries and wrongful death, property damages, or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to, or be connected with: the course of instruction; the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of said Premises; the Undersigned's property (whether or not entrusted to PNTC); and, the discharge of firearms. PNTC shall not be liable for, and the Undersigned, on behalf of himself/herself and his/her executors, administrators, assignees or heirs, hereby expressly releases PNTC from any and all such claims.

- E. The Undersigned hereby expressly assumes the risk of and the legal responsibility for any injury, loss or damage to person or property which results from him/her entering the Premises and/or his/her participation in activities on the Premises which include, but are not limited to, the discharge of firearms and the firing of live ammunition.
- F. Wherever possible each provision of this instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this instrument shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this instrument.
- G. This instrument binds the Undersigned and his/her executors, administrators, assignees and/or heirs.
- H. This instrument shall remain in effect indefinitely from the date the Undersigned executes this instrument and shall, in addition to the rules and regulations which may be promulgated by PNTC from time to time, govern the relationship between the Undersigned and PNTC. This agreement may be terminated, in writing, by notice given by either party to the other; provided, however, that upon the written termination of this agreement, the Undersigned shall no longer be able to access to the PNTC Premises. In the event the Undersigned should unilaterally terminate this agreement at any time other than at the end of a membership year, the Undersigned shall not be entitled to any refund or other fees paid to PNTC.
- I. I GRANT AND AUTHORIZE the Peacemaker National Training Center, LLC of 1624 Brannons Ford Road Gerrardstown, West Virginia 25420 (PNTC) the right to use, publish, and reproduce, at any time, any and all photographs or video recordings of me resulting which is depicted my image, likeness, and/or name for any editorial use, promotion, advertising, or other purposes whatsoever. I FURTHER FULLY AUTHORIZE and grant the right to any PNTC partners, sponsors or media on the PNTC facility to use, publish, and reproduce, at any time, any and all photographs or video recordings of me resulting which is depicted my image, likeness, and/or name for any editorial use, promotion, advertising, or other purposes whatsoever.

**I CERTIFY THAT I HAVE CAREFULLY READ THIS ENTIRE CONTRACT AND THAT I FULLY UNDERSTAND ITS CONTENTS, AND THAT I FULLY UNDERSTAND THAT BY SIGNING THIS CONTRACT I AM GIVING UP IMPORTANT LEGAL RIGHTS AND/OR REMEDIES WHICH MAY BE AVAILABLE TO ME. FOR THAT REASON, I HAVE BEEN GIVEN THE OPPORTUNITY TO TAKE THIS CONTRACT TO AN ATTORNEY OF MY CHOOSING FOR HIS OR HER REVIEW PRIOR TO THE SIGNING OF THIS AGREEMENT**

Date: \_\_\_\_\_

Undersigned (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_