



# DEFENSIVE STRATEGIES

712 Mast Road (2<sup>nd</sup> Floor) – Manchester, NH 03102 – Phone: 603-566-1727

## RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

WHEREAS, in return for use of premises and equipment, instruction in firearms, & for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

To indemnify, hold harmless and defend Defensive Strategies, LLC and any of its employees, instructors, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the instruction in or discharge of firearms; the Undersigned's participation in discharging firearms; observing the discharging of firearms, the range, buildings, land and premises used (the "Premises"); the Undersigned's presence on or use of Premises; and any and all acts or omissions of the Undersigned. Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, the State of New Hampshire or any other State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend Defensive Strategies, LLC, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Defensive Strategies, LLC, whether individually, jointly, or in concert with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise Defensive Strategies, LLC, (including, but not limited to any and all injuries, 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: discharging firearms, the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of Premises; the Undersigned's property (whether or not entrusted to Defensive Strategies, LLC); Defensive Strategies, LLC, shall not be liable for, and the Undersigned, hereby expressly releases Defensive Strategies, LLC from any and all such claims. This waiver is both personal and on behalf of any minor for whom it is executed. Persons under the age of 18 must have a parent or guardian present during class and sign this waiver.

The Undersigned hereby expressly assumes the risk of entering the Premises and taking part in activities on the Premises which include, but are not limited to the discharge of firearms and the firing of live ammunition; or observing individuals discharging firearms; & the use of the facilities. The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all Defensive Strategies, LLC rules, instructions, procedures, safety rules, and any and all Range Safety Officer instructions, whether communicated in writing, posted on the premises & communicated verbally. This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed.

By signing this waiver I also confirm and attest; that I am not a convicted felon, or under indictment in any court for a crime punishable by imprisonment for a term exceeding one year, I am not a fugitive from justice, I do not use or addicted to any unlawful controlled substances, I have not been adjudicated as a mental defective or have been committed to any mental institution, I am not an illegal alien, have not been discharged from the military under dishonorable conditions, have not renounced my United States citizenship, am not subject to a court order restraining me from harassing, stalking, or threatening an intimate partner or child of the intimate partner, and have never been convicted of a misdemeanor crime of domestic violence. I also further attest to the fact I am not currently under the influence of any substances that may hinder or impede my actions in handling a firearm safely for the intended purposes of this course. I hereby authorize the use, publication, and reproduction by Defensive Strategies of any photographs taken of me for any editorial use, advertising, promotion, and hereby waive all claims or rights arising out of such use, publication or reproduction. I also waive any right to inspect or approve the finished materials in which such photographs will be used.

\_\_\_\_\_  
Printed Name:

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

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Parent Signature if Under Age 18: