

## Cody Firearms Experience

### Release of Liability, Assumption of Risk and Hold Harmless Agreement

(Participant must initial each section and sign at the bottom)

In consideration of being permitted to enter the Cody Firearms Experience, LLC ("CFE") premises, using the CFE facilities, firearms, products, instruction and services, and participating in any activities whatsoever on the CFE premises, I, along with my heirs, personal representatives, executors, agents, administrators, successors and assigns, hereby acknowledge and agree as follows:

(        )        I acknowledge that I have voluntarily entered the CFE shooting range for the sole purpose of shooting firearms, receiving instruction on shooting firearms, observing others shooting firearms and/or purchasing merchandise (the "Activities").

(        )        **I HEREBY ABSOLUTELY AND UNEQUIVOCALLY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS CFE** and its respective administrators, members, instructors, directors, agents, officers, volunteers, successors, assigns, employees, other participants, and if applicable, lessors of the property on which the Activities take place, including their heirs and assigns (collectively, the "Releasees"), from any and all liability, legal claims, demands, losses, and/or damages arising from or in any way related to my participation in the Activities on the CFE property caused or alleged to be caused by the negligence and/or intentional torts of the Releasees. I further agree that if, despite this Release, I, or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGES OR COSTS THAT MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM.**

(        )        I FULLY UNDERSTAND AND ACKNOWLEDGE that: (a) entry onto and participation in the Activities on the CFE premises, which includes the shooting of firearms and related activities, is inherently dangerous and involves both known and unanticipated risks, hazards and dangers which include but are not limited to being shot or shooting myself or others, being injured by firearm failures, partial or total loss of eyesight and/or hearing, inhalation or other harmful contact with lead or other contaminants and being struck by flying or falling objects, which could result in damage, destruction of property and/or **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks") to myself and others; (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, and the danger presented by the structures and improvements on the CFE premises; (c) the Risks cannot be eliminated without compromising the essential qualities of the Activities; (d) there may be other risks and social, economic and emotional losses either not known to me or not readily foreseeable at this time; and **I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in the Activities on the CFE property.

(        )        I understand the inherent and other potentially unforeseeable Risks of the Activities that I desire to undertake on the CFE premises and believe I am qualified to participate in such Activities. I further agree that I will first inspect the CFE premises and if at any time I believe that any of the conditions on the premises are unsafe, I will immediately discontinue further participation in the Activities, remove myself from the unsafe conditions and notify CFE of the unsafe conditions.

( ) I further acknowledge and understand that CFE does not have a duty to provide or undertake first-aid, rescue, or other emergency operations and/or procedures in the event any property damage or physical or emotional injury occurs, and that the absence of any such operations or procedures may result in compounded or increased damages or injuries to myself or others.

( ) I acknowledge and represent as follows:

- (1) I do not: (i) have any previous or pending criminal convictions, charges or indictments, (ii) suffer from any form of mental illness, or (iii) have any physical disabilities or impairments that would limit my ability or prohibit me from legally and safely possessing and using firearms or be detrimental or dangerous to myself or others while utilizing firearms or the CFE facilities;
- (2) I am currently not under the influence of any drugs, alcohol and/or other potentially impairing substances that could affect my judgment, limit my ability to safely use firearms or be detrimental or dangerous to me or others while utilizing firearms or the CFE facilities.
- (3) I am fully responsible for any and all damage that might occur to equipment on the CFE premises.

( ) I agree to abide by the posted safety rules at all times and understand that if I violate any such rule my privilege to use the CFE premises may be temporarily suspended or permanently revoked. The safety rules include, but are in no way limited to, the following:

- (1) Keeping the muzzle of any firearm pointed downrange at all times;
- (2) Only loading a firearm when I am ready to shoot; and
- (3) Wearing eye and ear protection at all times when I am in the shooting lanes and/or surrounding areas.

( ) I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND FOR IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

**Participant's Name** (please print):

\_\_\_\_\_

**Signature** (Guardian must sign if participant is under 18 years of age)

Telephone : ( ) \_\_\_\_\_

Participant \_\_\_\_\_

Address: \_\_\_\_\_

Guardian \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Guardian name \_\_\_\_\_

Email: \_\_\_\_\_

Guardian telephone ( ) \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

How did you hear about Cody Firearms Experience?

\_\_\_\_\_ Billboard

\_\_\_\_\_ Website

\_\_\_\_\_ Trip Advisor

\_\_\_\_\_ Referral

\_\_\_\_\_ Gunfighters

\_\_\_\_\_ Cody Night Rodeo

\_\_\_\_\_ Cody Trolley

\_\_\_\_\_ Other