

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

WHEREAS, in return for instruction in Firearms, Defensive Tactics, Baton, OC Aerosol Projectors, Taser and or any other course of instruction, use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

The Undersigned agrees to indemnify, hold harmless and TMI or any division for that matter. Any of its employees, 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 discharge of firearms; the course of instruction; the Undersigned’s participation in the course of instruction; the range; the buildings; land and premises used for the course of instruction (hereinafter the “Premises”); the Undersigned’s presence on or use of said Premises; and any and all acts of omissions of the Undersigned. And 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 or of any State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend TMI and all of its entities and affiliated parties from any and all costs, expenses or liability including but not limited to, the cost of any settlement, or judgments made or rendered against TMI whether individually, jointly, or in solido with the Undersigned, together with all costs of court and other costs and expenses incurred in connection with any such claim, demand, or lawsuit, including attorney’s fees.

The Undersigned furthermore waives for himself/herself and his/her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands, and any other actions whatsoever, which he/she may have or which may rise against TMI, (including but limited to any and all injuries, damages, or illness 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 TMI); and, the discharge of firearms. TMI shall not be liable for, and the Undersigned, on behalf of himself/herself and his/her executors, administrators, assignees or heirs, hereby expressly releases TMI from any and all such claims.

The Undersigned hereby expressly assumes the risk of entering the Premises and of taking part in activities on the Premises which include, are not limited to, instructions in the use of firearms, the discharge of firearms and the firing of live ammunition and any and all instructional periods.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide TMI range rules, safety regulations and procedures. This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs.

UNDERSIGNED:

Signature: _____

Applicant

William Scheetz Head Trainer TMI,

Print Name _____

Date: _____

Date: _____