



TRIGGER TIME INDOOR SHOOTING CENTER, INC.

Waiver of Liability, Release of Claims and Agreement to Hold Harmless, Defend and Indemnify

This Waiver of Liability, Release of Claims, and Agreement to Hold Harmless, Defend and Indemnify (*Agreement*) in favor of Trigger Time Indoor Shooting Center, Inc. and its directors, officers, agents, shareholders, employees, contractors, owners, parent or related business entities, (hereinafter referred to as *Trigger Time*) is made by _____, (herein after referred to as *User*) in consideration for Trigger Time allowing User to enter and use its premises and equipment.

1) Definitions as used in this Agreement:

- a.)** *Trigger Time* means Trigger Time Indoor Shooting Center, Inc. and its directors, officers, agents, employees, independent contractors, shareholders, vendors, suppliers, or any business entity that is a parent or otherwise related to Trigger Time Indoor Shooting Center, Inc.
- b.)** *User* means each individual who uses the facilities or equipment of Trigger Time Indoor Shooting Center, Inc. or who is present on the premises of Trigger Time Indoor Shooting Center, Inc.
- c.)** *Released Parties* means Trigger Time Indoor Shooting Center, Inc. including its directors, officers, agents, shareholders, employees, independent contractors, vendors, suppliers, or any business entity that is a parent or otherwise related to Trigger Time Indoor Shooting Center, Inc., or person or entities with an ownership interest in Trigger Time Indoor Shooting Center, Inc.

2) As material inducements to Trigger Time for allowing User to utilize its equipment and facilities, User hereby acknowledges, agrees and represents the following to Trigger Time:

- a.)** User is at least twenty one (21) years of age, or if a minor, that User is accompanied by User's parent or legal guardian who warrants that the statements contained herein are true and correct. (Parent or legal guardian must sign a separate indemnification agreement.) User further represents and acknowledges that:
 - i.)** User is mentally and physically capable and qualified to safely use firearms, ammunition, and equipment that User will be using on Trigger Time's premises;
 - ii.)** User is not prohibited under any federal or state law or regulation from possessing a firearm;
 - iii.)** User never has committed a violent crime or violent felony.
- b.)** User has become thoroughly familiar with, and at all times, will comply with Trigger Time's Safety Standards and Range Rules (which are attached hereto and incorporated herein as material conditions of this agreement). User further agrees to strictly and promptly comply with all instructions received from Trigger Time's Range Safety Officers, Range Masters, and Staff when on Trigger Time's premises, and that Trigger Time can expel or exclude User from its premises for violating such standards, rules and directions.

- c.) User is aware that lead in ammunition is a hazardous substance which can cause serious illness, injury or death if it is inhaled, ingested or absorbed by User's body, and agrees to carefully wash his/her hands after handling ammunition, discharging a weapon, or otherwise using the Trigger Time firing range before drinking or consuming any food.
 - d.) User is aware of the inherently dangerous nature of firearms and ammunition, and fully understands that they can cause serious injury, permanent disability, or death, and that these risks may be caused by User's own negligence or by the negligence or fault of others.
- 3) In consideration of Trigger Time's permission to use its premises and equipment, User knowingly and voluntarily assumes all risks, known and unknown, whether caused by the negligent acts or omissions of User, the Released Parties, or third parties that may result therefrom; and further,
 - 4) User, for himself/herself, his/her heirs, personal representatives, administrators, executors, next of kin, and assigns, forever waives, releases, and covenants not to sue the Released Parties for any claim, demand, charge, suit, judgment, penalties, costs or expenses (including but not limited to reasonable attorneys' fees) which, in whole or in part, may be caused by or arise out of the ordinary negligence of any Released Party in connection with User's use of Trigger Time's premises or equipment, whether based on Released Party's negligence or otherwise; and further,
 - 5) User shall indemnify, defend, protect and hold harmless the Released Parties from and against every and all demands, damages, and losses including but not limited to litigation expenses, attorneys' fees, or other costs resulting from any actions, judgments, suits, charges or claims asserted against, suffered of, or incurred by the Release Parties, whether they are based on Released Party to the extent that the subject of the indemnification is caused by the Released Party's willful misconduct or gross negligence. The foregoing indemnity shall not terminate upon completion of User's use of the premises or equipment of Trigger Time, but shall survive for all applicable periods of limitation of actions, plus the duration of all claims, litigation, and appeals arising in any way from User's use of the premises or equipment of Trigger Time.
 - 6) I acknowledge that this document may be scanned and stored digitally, and I agree that a printed copy of the digitally-stored document shall be considered as authentic and admissible in any litigation or other proceeding as if it were the original signed document.

Dated: _____, 20____

USER:

Print Name	Signature		
Phone	Email		
Mailing Address	City, State	Zip Code	
Emergency Contact Name	Emergency	Contact	Phone

