

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, \_\_\_\_\_ (name) desire to participate in FIRE 2023 (the "Event"), which includes a firearm instruction course entitled Basic Handgun Training at Gunsite Academy in Paulden, Arizona (the "Facilities"). This training involves the use of various types of ranged firearms and is sponsored by the SecureIt Tactical, Inc., an New York Corporation, with offices located at 6691 Commerce Blvd. Syracuse, NY 13211 (the "Company" or "SecureIt"). As lawful consideration for being permitted by the Company to participate in the Event, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I recognize the safety of everyone at the Event is my responsibility and I agree not to cause harm to myself or others at the Event. I affirm that I am familiar with the basic rules of firearm safety and agree to follow all of the basic rules of firearm safety at all times during the Event.

I agree to abide by all published Facilities and Event policies, rules, and procedures and instructions of the Facilities and Event staff, its officers, or its directors while on the property. I understand that these rules may be amended from time to time and that I am responsible for reviewing the published policies, rules, and procedures before undertaking the Event.

I recognize that I may be expelled from the Facilities and Event, my participation suspended, or my participation revoked for: violation of the Facilities and/or Event policies, rules, and procedures; failure to obey the instructions of the Facilities and/or Event staff, its officers, or its directors; or, for behavior deemed unsafe by the Facilities or Event personnel.

I accept full responsibility for any damage or destruction I cause to the Facilities and/or Company property, whether accidental, negligent, willful, or otherwise. The Company reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorneys' fees, incurred in bringing any claim for such damages.

I acknowledge and fully understand that I and all others participating in the Event will be engaged in activities that involve substantial inherent risks of serious personal injury including disability or death and severe social and economic losses which might result from my actions or inactions or the actions or inactions of others, such risks may include but are not limited to: my failure to abide by firearms safety rules or properly handle or use weapons or ammunition; the failure of others to abide by firearms safety rules or to properly handle or use weapons or ammunition; the characteristics, including the design, manufacturing or other defects, of any weapon being used by myself or others engaged in the Event; the characteristics, including the design, construction, and maintenance of the Facilities including, but not limited to, the buildings, ranges, range equipment, targets, structures, berms, benches, backstops, paths, surfaces, gates, drives, and lighting; transportation to and from lodgings, restaurants and activities; and provision of meals, snacks and beverages.

**I AM AWARE AND UNDERSTAND THAT THE EVENT INCLUDES ACTIVITIES THAT ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF PROPERTY DAMAGE AND/OR SERIOUS INJURY INCLUDING BUT NOT LIMITED TO DISABILITY, HEARING LOSS, BLINDNESS, CRIPPLING, MAIMING, DISEASE, AND/OR DEATH. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF**

**INJURY, HEARING LOSS, BLINDNESS, CRIPPLING, MAIMING, DISEASE, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

On behalf of myself, my heirs, executors, administrators and assigns, I hereby expressly assume all risk of personal injury and accept personal responsibility for any and all damages (including, but not limited to, physical and emotional injury of any kind, loss of physical function, ability, or capacity, medical expenses, lost wages or income, loss of consortium and any other compensatory damage) that may occur as a result of any such personal injury, disability or death.

On behalf of myself, my heirs, executors, administrators and assigns, I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of personal injury, disability, disease, death, or property damage arising out of or attributable to my participation in the Event, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

On behalf of myself, my heirs, executors, administrators and assigns, I hereby agree to indemnify and defend the Releasees from any and all claims, demands, actions or lawsuits for any personal injury, disability, disease, death, or property damage occurring to myself or any other person which result entirely or in part from the actions, failure to act, or negligence of myself, my guests or minors for whom I am responsible.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the Event.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Maricopa County, Arizona and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Signature

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

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

\_\_\_\_\_

NAME OF EMERGENCY CONTACT AND/OR HEALTH CARE PROXY

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_