

# JACKSON HOLE SHOOTING EXPERIENCE

## RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

In consideration of the services of Jackson Hole Shooting, LLC, (trade names including but not limited to nomad Rifleman, High Caliber Women, Jackson Hole Shooting Experience, Shepard Security Solutions and Shoot in JH), its owners, agents, officers, instructors, employees, landlords, responsible parties for premises where activities are conducted, volunteers, participants, all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "JHS"), I hereby agree to release and discharge JHS, and the owners of any property or premises upon which JHS activities and programs are conducted, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

**1. Notification and Acknowledgment of Risk:** JHS conducts firearms courses and other related activities which include, but are not limited to: outdoor instruction in the use of firearms, firearm safety, the discharge of firearms and the firing of live ammunition, and self-defense (the "Activities"). The JHS uses its own equipment, but also allows instructors and participants to bring their own guns or other firearms to be used during the Activities. I acknowledge that these Activities and the discharge of firearms, whether belonging to the JHS or to others, as well as being in close proximity to others using firearms, entail significant risks, both known and unknown, which risks could result in physical injury, emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Such risks include, among others: general risks inherent in the use of firearms, equipment failure, improper use of firearms by myself or others, bodily contact included in self-defense classes, and exposure to hazardous weather and animals/wildlife at the outdoor sites.

**2. Assumption of Risk:** I expressly agree and promise to accept and assume all of the risks existing in these Activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of JHS. My participation with JHS is purely voluntary, and I elect to participate in spite of these risks.

**3. Waiver, Release of Liability, and Indemnification:** On behalf of myself, my executors, personal representatives, administrators, assignees, heirs, and next of kin, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless JHS, and any owner of the property or premises upon which JHS Activities are conducted, from any and all claims, demands, or causes of actions which are in any way connected with my participation in the Activities or my use of JHS's equipment and facilities, including any such claims which allege negligent acts or omissions of JHS or the negligent acts or omissions of the owner of the property upon which the Activities are conducted. All damages, including to premises, persons or equipment that are the result of my actions will be my exclusive responsibility. Should JHS or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

**4. Insurance.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or else I agree to bear the costs of any such injury or damage myself. I further certify that I have no mental or physical conditions which could interfere with my safety in the Activities, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

**5. Jurisdiction and Venue:** In the event of any dispute that may arise relating to this document, or the Activities contemplated herein, the laws of the State of Wyoming shall apply and jurisdiction and venue shall be in a court of competent jurisdiction in Teton County, Wyoming.

**6. Binding Effect:** I represent that I am an adult and legally competent to sign this waiver and release, or that I am the legal guardian of the minor(s) on whose behalf this waiver and release is signed; that the terms of this waiver and release are contractual, and that this waiver and release shall be binding on me, my minor children, personal representatives, executors, administrators, heirs, successors, assignees and next of kin.

**7. Privacy and Communications:** Jackson Hole Shooting LLC respects your privacy. All employees and contractors have signed a non-disclosure agreement to keep your name and identity private. Jackson Hole Shooting makes fewer than 12 contacts annually with guests. By enjoying an experience, I am presumed to desire to remain in contact, and I will promptly notify Jackson Hole Shooting, LLC if I desire to be placed on a "Do Not Contact" list.

**8. Public place media.** I understand that this event is at a public facility and that photos may be taken of me. I appreciate that JHS will not use photos or videos of me without my verbal permission, nor if I deny an email request for permission.

I hereby acknowledge that I have read this Agreement and understand all of its terms and conditions, and I execute this Agreement voluntarily. I further acknowledge that I have read, understand, and will at all times abide by all range rules and procedures and any other rules and procedures stated by JHS and any of its instructors. I expressly consent that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy granted by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by JHS shall not constitute any waiver of JHS's right to pursue other available remedies.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against JHS on the basis of any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, BOTH FRONT AND BACK, I HAVE READ AND UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.**

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by JHSE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless JHSE from any and all Claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).