

RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

Read Carefully Before Signing.

THIS AGREEMENT RELEASES JACKSON HOLE SHOOTING FROM LIABILITY AND WAIVES CERTAIN RIGHTS

In this Agreement, the “Participant” refers to the person who is taking part in the Activities (as defined in Paragraph 1 below). The term “Undersigned” means only the Participant where the Participant is age 18 or older, or means both the Participant and the Participant’s parent or legal guardian when the Participant is under 18. It is the Undersigned’s intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

In consideration for the services of Jackson Hole Shooting, LLC, (trade names including, but not limited to: Nomad Rifleman, JH Experience Group, Nomad Archery, High Caliber Women, Jackson Hole Shooting Experience, Shepard Security Solutions and ShootinJH), its members, managers, directors, agents, officers, instructors, employees, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (individually and collectively “JHS”), the Undersigned hereby agrees to release and discharge JHS, and the owners of any property or premises upon which JHS activities and programs are conducted, and acknowledges and agrees as follows:

1. Notification and Acknowledgment of Risk: JHS conducts firearms courses and other related activities which include, but are not limited to: instruction in firearm use; firearm safety; discharge of firearms and the firing of live ammunition, some of which is hand-loaded; and self-defense; and archery; and yard games; and other recreational activities (individually and collectively, the “Activities”). JHS uses its own equipment, but also allows instructors and participants to use their own guns or other equipment during the Activities. The Undersigned understands and acknowledges that the Activities, the discharge of firearms and use of other equipment, whether belonging to the JHS or others, as well as being in close proximity to others using firearms or other equipment, can be hazardous and entail significant risks to both the Participant and others. These risks, both known and unknown, could result in death or physical injury, emotional injury, paralysis, or damage to property. Such risks include, but are not limited to: general risks inherent in the use of firearms, equipment failure, improper use of firearms or other equipment by the Participant or others, rugged terrain, bodily contact during self-defense classes, and exposure to hazardous weather and animals/wildlife at the outdoor sites.

2. Assumption of Risk: The Undersigned expressly acknowledges and agrees that Participant is voluntarily choosing to participate in the Activities, and accepts and assume all of the risks, dangers, and consequences existing in these Activities, both known and unknown, foreseen or unforeseen, whether caused or alleged to be caused by the negligent acts or omissions of JHS or the owner of the Property upon which the Activities are located. The Participant elects to participate in the Activities in spite of these risks. The Undersigned expressly acknowledges and assumes all risks, dangers and consequences associated with the Activities, including but not limited to those set forth in paragraph 1 above.

3. Participant’s Responsibilities and Representations: The Undersigned represents that the Participant is physically and mentally capable of participating in the Activity and is legally eligible to possess a firearm. Participant assumes responsibility for behaving in a safe and responsible manner while participating in the Activity. Participant is responsible for reading, understanding, and complying with all signage and instructions, whether verbal or written, and for following all directives of the instructor(s). The Undersigned also warrants that the Participant will not be under the influence of drugs or alcohol while participating in the Activities, and that the Undersigned is not under the influence of drugs or alcohol while executing this Agreement.

4. Release of Liability, Agreement Not to Sue, Indemnification: Fully understanding the paragraphs above, and in exchange for JHS allowing the Participant to participate in the Activity, the Undersigned agrees not to sue JHS or its members, managers, directors, successors in interest, affiliates, employees, representatives, assignees, insurance companies, and any owner(s) of the property or premises upon which JHS Activities are conducted (each a “Released Party”) for any injury or loss, including but not limited to death, property damage, or any other loss which Participant may suffer that is in any way connected with the Participant’s participation in the Activities or the Participant’s use of JHS’s equipment and facilities. The Undersigned agrees to release and indemnify (meaning to protect by reimbursement or payment) JHS and each Released Party from any liability or claims, including those that allege negligent acts or omissions of JHS or a Released Party. All damages, including to premises, persons or equipment that are the result of Participant’s actions will be the Undersigned’s exclusive responsibility. If Participant or anyone acting on Participant’s behalf brings a claim or files a lawsuit for injury or damages against JHS or a Released Party, the Undersigned agrees to pay back to JHS or the Released Party all sums incurred or paid by JHS or the Released Party caused by the bringing of the lawsuit or claim, including attorney’s fees and costs and owner’s, managers and instructors time.

5. Medical Authorization, Insurance, Release: The Undersigned certifies that the Participant has adequate insurance to cover any injury or damage the Participant may cause or suffer while participating in the Activities. If insurance coverage is denied or unavailable, the Undersigned agrees to bear the full costs of any such injury or damage. The Undersigned authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant. If JHS or any Released Party determines it necessary to call for medical care for the Participant, or to transport the Participant to a medical facility or hospital, the Released Party shall have no further responsibility for Participant, and Undersigned agrees to pay all costs associated with the medical care and related transportation provided for the Participant.

6. **Application of Agreement to Minor Participants:** In the case of a minor Participant, the Undersigned, as the parent or legal guardian, acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and signs this document out of a desire to have the Participant be allowed to participate in the Activity. The minor Participant likewise acknowledges and understands that he or she is bound by all terms of this Agreement, as evidenced by the minor's signature below.

7. **Jurisdiction and Venue:** In the event of any dispute that may arise relating to this Agreement, 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.

8. **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 Participant on whose behalf this waiver and release is signed; or that I am the minor participating in the Activities. I understand and agree that the terms of this Agreement 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.

I HAVE CAREFULLY READ BOTH SIDES OF THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I EXECUTE THIS AGREEMENT VOLUNTARILY AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT MY CHILD OR I MIGHT OTHERWISE HAVE.

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.



Print Name: _____ Signature: _____ DOB: _____

City, State: _____

Email: _____ Phone: _____

Emergency Contact Cell #: _____

Adult's Name: _____ Adult's Signature: _____

(If shooter is under 18)



NOTICE REGARDING COMMUNICATIONS AND PUBLIC MEDIA

Privacy and Communications: JHS respects your privacy. All employees and contractors have signed a non-disclosure agreement to keep your name and identity private. JHS 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 JHS if I desire to be placed on a "Do Not Contact" list or circle HERE. JHS will not share your information.

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 emailed request for permission nor if I email a notice to quit.

Coach / Office Use

Date: July / August _____ 2020 Coach(s): TM ZS SH SA MR TW TM MW BH or _____ # of Shooters: _____ Type of Experience _____ or MG		Experience Cost ->	\$ _____	\$ _____
		Additional Shots->	\$ _____	\$ _____
		Gratuity->	\$ _____	\$ _____
		Total	\$ _____	\$ _____

◆ Yes No Guest demonstrated safety to high level, eligible for **Next Level Experience** participation.