

RELEASE AND WAIVER OF LIABILITY AGREEMENT

This Agreement is made by and between Modern Day Sniper, LLC, a Washington limited liability company, (“MDS”) and _____.

AGREEMENT. FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY HEREBY ACKNOWLEDGED, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

I acknowledge and agree that activities involved in firearms and associated training have inherent risks, hazards, and dangers inherent to said activities, including, but not limited to, personal injury, permanent disability, death, or property damage.

I hereby assume all the foregoing risks and accept personal responsibility for any damages or injuries sustained in my participation of firearms related activities at MDS.

I, ON BEHALF OF MYSELF, AGENTS, ASSIGNS, HEIRS, SURVIVORS, EXECUTORS, AND ADMINISTRATORS, HEREBY AND FOREVER RELEASE AND DISCHARGE MDS, ITS MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS, AND ASSIGNS FROM ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION, LOSSES, , JUDGMENTS, OR EXPENSES THAT I MAY HEREAFTER HAVE FOR INJURIES AND DAMAGES ARISING OUT OF MY PRESENCE AT AND/OR USE OF ANY OF MDS’ FACILITIES, INCLUDING BUT NOT LIMITED TO THE SHOOTING RANGE, INCLUDING, BUT NOT LIMITED TO LOSSES CAUSED BY (1) THE NEGLIGENCE OF MDS AND/OR ITS EMPLOYEES, MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND OFFICERS; OR (2) RICOCHETS OF BULLETS OR FRAGMENTS; OR (3) THE ACTS OR OMISSIONS OF THIRD PARTIES, OR (4) HIDDEN, LATENT OR OBVIOUS DEFECTS OF THE RANGE FACILITIES OF MDS. I AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS, AND RELEASE MDS AND ITS MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS FROM ANY AND ALL LAWSUITS, DAMAGES, CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, LIABILITY OR EXPENSES ARISING OUT OF (1) THE DEATH OR PERSONAL INJURY OR PROPERTY DAMAGE TO MYSELF OR MY CHILD WHICH MAY BE SUSTAINED WHILE

USING PROPERTY OR EQUIPMENT OWNED BY OR UNDER THE CONTROL OF MDS, OR WHILE PARTICIPATING IN ANY ACTIVITY SPONSORED BY MDS, OR (2) ANY DEATH OR INJURY WHICH RESULTS OR INCREASES BY ANY ACTION TAKEN TO MEDICALLY TREAT ME OR MY CHILD. ALL OF THE TERMS ABOVE SHALL APPLY WHETHER OR NOT CAUSED BY THE ALLEGED NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OR ANY ACTS OR OMISSIONS OF MDS, OR ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, OR OFFICERS.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND ASSUMPTION OF THE RISK TO THE GREATEST EXTENT ALLOWED BY LAW.

IF THE PARTICIPANT IS A MINOR, THE UNDERSIGNED OR LEGAL GUARDIAN WARRANTS AND REPRESENTS THAT THIS RELEASE, THE ASSUMPTION OF RISK AND ITS SIGNIFICANCE HAS BEEN EXPLAINED AND UNDERSTOOD AND I HEREBY DECLARE, UNDER PENALTY OF PERJURY THAT I AM THE LEGAL GUARDIAN OF ANY MINOR PARTICIPANT.

IF ANY PROVISION OR TERM OF THIS AGREEMENT IS HELD TO BE INVALID, VOID OR UNENFORCEABLE, THE REMAINDER OF THE PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL IN NO WAY BE AFFECTED, IMPAIRED OR INVALIDATED.

EXECUTED effective as the date listed below.

Participant's Signature _____

Parent/Guardian
Signature _____

Printed Name _____

Printed Name _____

Date:

Address: _____

MDS:

MODERN DAY SNIPER, LLC

By:

Caylen Wojcik, Manager