

SmartDefenseKC, LLC
Release, Waiver, Indemnification,
Hold Harmless and Assumption of Risk Release

This Release, Waiver, Indemnification and Assumption of the Risk Agreement entered into this ____ day of _____, 2013, between and among SmartDefenseKC, LLC (“SmartDefense”) and _____ (“Attendee”).

Recitals:

SmartDefense offers classes and instructions on the use of firearms and classes required to secure certificates of qualification for concealed carry endorsements (conceal carry permits) for firearms in the State of Missouri.

Attendee wishes to participate in Instruction Courses offered by SmartDefense (definition of the term “Instruction Courses” appears in paragraph 4 below).

SmartDefense requires all Attendees to execute this Release, Waiver, Indemnification and Assumption of the Risk Agreement (“Release”), and to adhere to all safety rules as a condition to attending its Instruction Courses.

NOW, THEREFORE, for and in consideration of the premises and permission to attend Instruction Courses, and other good and valuable consideration, the undersigned Attendee agrees as follows:

1. RELEASE AND WAIVER, INCLUDING RELEASE FROM HARM, INJURY AND DAMAGE ARISING FROM INSTRUCTORS’ NEGLIGENCE AND FAULT.

ATTENDEE FOR HIMSELF, HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREES THAT INSTRUCTORS SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM PERSONAL INJURIES (INCLUDING DEATH) TO ATTENDEE OR TO HIS OR HER GUESTS, OR FOR DAMAGE TO OR THE LOSS OR THEFT OF ATTENDEE’S PERSONAL PROPERTY, SUSTAINED AS A RESULT OF, ARISING FROM, CONNECTED WITH OR WHILE ATTENDING, OR GOING TO AND FROM, THE INSTRUCTORS’ INSTRUCTION COURSES. ATTENDEE EXPRESSLY RELEASES AND WAIVES ALL CLAIMS OF EVERY KIND AND DESCRIPTION AS TO ALL PERSONAL INJURIES (INCLUDING DEATH) AND ALL DAMAGES TO OR LOSS OR THEFT OF ATTENDEE’S PROPERTY, EVEN THOUGH THE CLAIM, LOSS, THEFT OR LIABILITY IS OR MAY BE ATTRIBUTABLE, IN WHOLE OR PART, TO INSTRUCTORS’ NEGLIGENCE OR FAULT, AND WHETHER SUCH NEGLIGENCE IS PRESENT AT THE SIGNING OF THIS RELEASE OR TAKES PLACE IN THE FUTURE. THIS RELEASE DOES NOT, HOWEVER, APPLY TO GROSS NEGLIGENCE OR

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INTENTIONAL TORTS BY INSTRUCTORS. (**Please read definitions of terms used in this Release – paragraph 4.**)

2. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS.**

Attendee, for himself, his heirs, executors, administrators, successors and assigns hereby **agrees to indemnify, protect and save harmless all of the Instructors, jointly and severally**, of and from any and all injuries to, including the death of, any person (including Attendee, Attendee's family members, guests, invitees, owners, agents or employees of the parties hereto) and all other claims, illness, demands, liability, costs, lawsuits, losses, damages, and expenses, including attorneys' fees and court costs, of every kind and description **caused by, arising out of, related to or connected with** Attendee's attendance of instructors' Instruction Courses, Attendee's presence on or about and the use of, the firearm practice ranges, classrooms, all equipment, firearms of every kind and description, all ammunition, the buildings, the facilities, land, parking and common areas used by the Instructors, and the discharge of firearms.

3. **ASSUMPTION OF THE RISK.**

ATTENDEE HEREBY EXPRESSLY ASSUMES ALL RISK ARISING FROM OR CONNECTED WITH ENROLLING IN AND ATTENDING THE INSTRUCTION COURSES, AND TAKING PART IN ALL OF THE ACTIVITIES THE INSTRUCTORS CONDUCT ON ANY PREMISES OR FACILITIES AS PART OF THE INSTRUCTION COURSES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, INSTRUCTIONS IN THE USE OF FIREARMS AND THE DISCHARGE BY ANY PERSON OF FIREARMS AND LIVE AMMUNITION.

4. Definitions: As used in this Release,

a. The term “Instructors” refers to SmartDefenseKC, LLC, its owners, operators, instructors, including Sue Lange and Roger Lange in their individual capacity, firing range owners and operators, and the employees and agents of all of the foregoing entities and persons, respectively (hereinafter collectively referred to as “Instructors”).

b. The term “Instruction Courses” refers to classes conducted by the Instructors on the use of firearms, firearm safety and for the purpose of obtaining a certificate of qualification for conceal carry endorsements (sometimes referred to as carry and conceal permits), and all activities conducted by Instructors in conjunction therewith, including, but not limited to, class time, the actual use, discharging and firing of firearms of all types and live ammunition, and the use and occupancy of shooting and firing ranges, and buildings, facilities, common areas used, in whole or part, to conduct the Instruction Courses.

c. The term “Release” refers to the entirety of this agreement, known as Release, Waiver, Indemnification and Assumption of the Risk Agreement.

5. Rules and procedures; reporting requirements. Attendee agrees to (a) follow and adhere to all safety precautions and rules (both oral instructions and posted rules and regulations) adopted by SmartDefense for its Instruction Courses and all range rules and procedures, both oral and posted; and, (b) report to SmartDefense immediately upon arriving for any Course the existence of any firearm carried or brought by Attendee.

6. Attendee hereby acknowledges and represents to Instructors that Attendee has read this Release, understands its terms and is executing this Release voluntarily. Attendee acknowledges and represents that that Attendee has read and understands Instructors’ written or posted safety rules and all written or posted range rules and procedures.

7. Attendee expressly agrees that this Release is intended to, and shall be, construed in as broad and inclusive manner as permitted by law.

8. The provisions of this Release are divisible and severable. Any provision of this Release which is or declared to be prohibited, invalid, illegal or unenforceable, in whole or part, in any jurisdiction shall be severed from, and shall not invalidate, the remaining provisions of this Release, and any partially enforceable provision shall remain in full force and effect to the fullest extent permitted by applicable law. To the extent permitted by law, a determination that a provision of this Release is prohibited, invalid, illegal or unenforceable in a jurisdiction shall not invalidate or render such provision unenforceable or invalid in any other jurisdictions in which the parties operate.

9. This Release shall be construed and enforced in accordance with the laws of the State of Missouri, as it applies to contracts entered into and to be performed by Missouri residents, whether or not any party may be or become a resident of a different state. All parties waive the right to a jury trial and agree that all legal proceedings involving, arising out of or resulting from a dispute of any kind or description regarding this Release, the Instruction Courses or any harm or injury, including death, shall be brought in the Circuit Court of Clay County, Missouri.

10. No oral representation, Release or understanding made by any party hereto shall be valid or binding upon such party or any other party hereto.

11. Captions and section headings used herein are for convenience only and are not a part of this Release and shall not be used in construing it.

12. This Release shall be binding on the Attendee and his/her executors, personal representatives, heirs, administrators and successors and assigns.

Attendee: *

Signature

Print Name

Date

SmartDefenseKC, LLC

By: _____,
Member, authorized member, manager

Date: _____

*PLEASE INITIAL EACH PAGE OF THIS RELEASE.

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