

411 Firearms Training And Development LLC
FIREARMS TRAINING AGREEMENT - RELEASE AND WAIVER OF LIABILITY

I, _____ on my own behalf and my minor child Participant (hereinafter collectively "I"), hereby enter into this Release and Waiver of Liability Agreement with the express understanding that the activities that I am participating in, may or could cause serious harm, injuries, damages and/or death to me. In consideration for the training that I will be receiving, I expressly agree to all of the following conditions concerning the training to be provided to me by 411 Firearms Training And Development, LLC (hereinafter "411 FTAD"):

1. I understand and agree that while participating in the firearms training course (class), firearms will be utilized, and that they are inherently dangerous, and that I voluntarily assume the risks of using and employing firearms or other similar products and the equipment utilized during training.
2. I understand the risks and hazards involved in the training that I will be receiving, and I recognize serious and life-threatening injuries and even death can occur while carrying or using a firearm, during training and as a result of the training that I am receiving.
3. I represent that I am physically fit and I have no medical, psychological, emotional or any other condition, which would prevent my full participation in the firearms training class.
4. I further represent that I have not been charged or convicted of any crime against a person or property; have not purchased a firearm except as permitted by law; and that any firearm that I use while attending the training is a legally registered firearm.
5. In consideration of being permitted to participate in the firearms training class, I agree to assume any and all of the risks, dangers, injuries, and/or damages that may or could occur during training, following training, or as a result of the use of the training (now, during or after training). It is understood by me that I am assuming all risks and liability, whether now known or unknown by me or by 411 FTAD, whether occurring directly or indirectly to me or to others by reason of any of the training and that this assumption is to be interpreted in the broadest manner to protect 411 FTAD against claims and liabilities that could arise out of my participation in the training. Specifically, I release, hold harmless and indemnify 411 FTAD from any and all injuries, damages or claims that could arise by virtue of me taking the training from 411 FTAD.
6. Further, I agree to assume any and all of the risks, dangers, injuries, and/or damages that may or could occur or arise on or out of the use of the premises where the training takes place, or as a result of any firearms or equipment used by me during training regardless of whether the firearm is owned by me, a third party, or loaned to me for use by 411 FTAD. It is understood by me that I am assuming all risks of loss, including death to myself or a third party, injuries to myself or to a third party, or liability that I may be responsible for.
7. Further, I agree to unconditionally indemnify and hold harmless 411 FTAD and all its agents, representative, employees, partners, members, and directors, for any claim, injury, or damage that may or could occur as a result of my participation in the training, including claims, injuries or damages that may or could be caused to me or by me to others. This indemnification includes all claims, demands, and damages, regardless of whether sounding in tort, contract, negligence, gross negligence or violation of any state or federal statute, law, rule or regulation.

8. The release, hold harmless and indemnification in this FIREARMS TRAINING AGREEMENT - RELEASE AND WAIVER OF LIABILITY inures to the benefit of 411 FTAD and their respective directors, officers, employees, volunteers, agents, contractors, independent contractors, attorneys and representatives.
9. Further, the release, hold harmless and indemnification in this FIREARMS TRAINING AGREEMENT - RELEASE AND WAIVER OF LIABILITY is binding upon my assignees, heirs, distributees, guardians, estate, next of kin, spouse and legal representatives.
10. I understand that this type of training may result in minor injuries such as bruises and lacerations as well as serious injuries including death.
11. I certify that I am over the age of twenty-one (21) years and I am legally entitled to own and use a handgun and/or firearm, unless I am signing this Release on behalf of my minor child then it is acknowledged that said minor is under the age of twenty-one (21) and will be using my handgun and/or firearm.
12. I agree that if the instructor, in the instructor's sole and exclusive judgment, believes that I am or will be involved in criminal activity, the instructor may expel me from the training. If expelled I will not receive a refund of any fees that I have paid.
13. I agree that if the instructor, in the instructor's sole and exclusive judgment, believes that I am or will be unsafe or dangerous to myself or others, the instructor may expel me from the training. If expelled I will not receive a refund of any fees that I have paid
14. I understand that photos and videos may be taken during the course and agree that my image or likeness may be used for advertising and marketing without my prior permission.
15. I understand the instructor will provide training and instruction on the required legal topics associated with weapons carry in the State of Texas; however WILL NOT provide legal advice or opinion. The instructor IS NOT representing any Law Enforcement Agency.
16. I agree that, to become eligible for the firearms training course (class), I must disclose my full name, residence address, Texas DL number or Texas ID number and other identifying information that be required by 411 FTAD.
17. I understand that I must sign this release of liability and fully comprehend the structure and nature of the class, and also the risks involved before being allowed to participate in this class.
18. I have read the above release and waiver of liability and fully understand its contents. I have been informed of all risks involved and I voluntarily agree to the terms and conditions stated above.
19. MINOR CHILD PERMISSION AND ACKNOWLEDGMENT:

To the extent that I am signing this release on behalf of a minor child, I agree as the legal guardian for said minor child, to all the terms and conditions set forth in this release. Further, I assume all responsibilities and liabilities, for and on behalf of the minor child whose name and information is provided below. Further, on behalf of myself and my child, I understand and agree to allow my minor child to participate in the class that is the subject of this release. Additionally, I understood that this release shall bind me, my spouse, and my minor child to the same extent that it would bind me if I were the Participant in the class.

THEREFORE, by executing below I agree to the terms of the Release on behalf of myself, my heirs, executor, and my spouse. I further agree that this Release is intended to release and hold harmless 411 FTAD, LLC and all its agents, representatives, employees, and assigns from any liability that arises as a result of my participation or my minor child's participation in the activities being released herein above. I further agree that I will indemnify and hold harmless 411 FTAD and all its agents, representatives, employees, and assigns from any liability, claims or damages covered by the release, including losses directly or indirectly from any claims of third parties being made against 411 FTAD, LLC as a result of any activity covered by the release set forth herein above or mine or my minor child's participation in the class.

Date Executed:

Name of Participant:

Printed Name of Parent or Legal Guardian, if different from Participant:

Signature of Participant or legal guardian of Participant

TX Driver's License # of Participant or Legal Guardian of Participant:
