

# **ASSUMPTION OF RISK, RELEASE OF ALL CLAIMS, HOLD HARMLESS, INDEMNIFICATION AND COVENANT NOT TO SUE AGREEMENT**

I, the undersigned, desire to participate in and/observe shooting/training events at the TAC2 facilities located in Greeneville, Tennessee, including but not limited to participation in or observation of 3-Gun, Steel Challenge, IDPA and USPSA/IPSC competition; participation in firearms and other weapons training, participation in and/or observation of related shooting events which simulate combat with firearms and other weapons; and/or to have use of the range facilities as a member of TAC2 (hereinafter collectively referred to as the "Events"). In consideration for my being permitted by TAC2 to participate in and/or observe those Events and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby consent and agree to each of the following:

## **1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK.**

I acknowledge and fully understand that by participating in or observing the Events, I will be engaging in activities that involve my use of firearms and other weapons and/or the use of firearms and other weapons by others and involves my close proximity to others while loading, unloading and using firearms at close range. I recognize the significant risks of injury, including but not limited to disabling and/or mortal injury, are possible from such activity, including but not limited to gunshot wounds; injuries including injuries to the eye or other areas of the body resulting from ricochet or backstop splatter-, slips and falls; etc. and that such activities may be rigorous and strenuous. I recognize that said risks of injury may arise from my use of firearms and other weapons, from the use of firearms and other weapons by others, from the condition of the premises and from the rules of the Events, as well as from other case I recognize that said risks of injury may arise from my own actions, inaction or negligence but also from the actions, inaction or negligence of others, including but not limited to other participants in the Events and including but not limited to TAC2 and its representatives.

**I HEREBY AGREE TO ASSUME ALL RISKS OF INJURY THAT RESULT OR MAY RESULT OR WHICH ARISE OR MAY ARISE FROM MY PARTICIPATION IN OR OBSERVATION OF SAID EVENTS.** I agree to assume all such risks of injury whether known or unknown, anticipated or unanticipated. I agree to accept all personal responsibility for the results of all said risks of injury and the damages, expenses or other consequences which may result

I represent and affirm that I am in sufficient health and fitness to engage in such activities and that I have no disabilities, conditions or infirmities which may preclude my safe participation in the Events. I also hereby assume all such risks associated with my health and fitness to engage in the Events.

I represent and affirm that I am familiar with and will abide by all safety rules pertaining to the handling of firearms while attending the Events and will comply with the direction of all safety officers or other officials of the Events. I agree to promptly inform a representative of the Events' management of any conduct or condition that may endanger myself or others or which otherwise may represent a safety hazard.

## **2. RELEASE, WAIVER, DISCHARGE AND HOLD HARMLESS.**

I HEREBY AGREE IN ADVANCE OF MY PARTICIPATION IN AND OBSERVATION OF THE EVENTS, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TO RELEASE, WAIVE ALL CLAIMS AGAINST, FOREVER DISCHARGE AND HOLD HARMLESS PERSIMMON RIDGE ENTERPRISES, INC.; TACTICAL ADVANTAGE CONCEPTS 2000 (TAC2); THEIR MANAGEMENT, OFFICERS, AGENTS, EMPLOYEES, SERVANTS, ASSISTANTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, WORKERS, ORGANIZERS AND INSTRUCTORS; AND THE OWNERS AND LESSEES OF THE PREMISES (HEREAFTER ALL COLLECTIVELY CALLED THE 'RELEASE'S), FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY HARM, INJURY, DAMAGE, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, AND EXPENSES INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, OF ANY NATURE THAT I MAY HAVE OR THAT MAY HEREAFTER ACCRUE TO ME, ARISING OUT OF OR RELATED IN ANY WAY TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY AND DEATH, THAT MAY BE SUSTAINED BY ME OR BY ANY PROPERTY BELONGING TO ME, WHETHER CAUSED BY THE NEGLIGENCE AND CARELESSNESS OF THE RELEASE'S, OR OTHERWISE, WHILE PARTICIPATING IN OR OBSERVING THE EVENTS OR WHILE IN, ON, OR UPON THE PREMISES WHERE SUCH AN EVENT IS BEING CONDUCTED.

I specifically understand that I am releasing, discharging the Release's and waiving any claims or actions against them that I may have presently or in the future, known or unknown, anticipated or unanticipated, for the negligent acts or conduct by others, including but not limited to that of the Release's.

## **3. INDEMNIFICATION AND COVENANT NOT TO SUE.**

I HEREBY AGREE IN ADVANCE OF MY PARTICIPATION IN AND OBSERVATION OF THE EVENTS, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, THAT I HEREBY COVENANT AND AGREE NEVER TO INITIATE ANY SUIT IN LAW OR IN EQUITY NOR OTHERWISE TO STATE A CLAIM AGAINST ANY OF THE RELEASE'S FOR CLAIMS RESULTING FROM, ARISING FROM, OR INCURRED AS A RESULT OF MY PARTICIPATION IN OR OBSERVATION OF THE EVENTS, AND THAT I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASE'S FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS FEES AND COURT COSTS, RESULTING OR ARISING FROM, BROUGHT OR INCURRED IN ANYWAY AS A RESULT OF MY PARTICIPATION IN OR OBSERVATION OF THE EVENTS AND I HEREBY AGREE TO REIMBURSE THE RELEASE'S FOR ANY SUCH EXPENSES INCURRED.

I specifically understand that my agreement to indemnify the Release's includes an indemnification for any claims asserted by others which may arise from or be due to, in whole or in part, my participation in, observation of or other conduct of mine while attending the Events, and also includes any claims asserted by my family members, dependents, spouse and others arising from or related to injuries or damages sustained by me or my property while attending the Events.

**4. INDEFINATE DURATION.**

I understand, agree and intend for this agreement to be in effect and enforceable and that it shall pertain to all subsequent events conducted at TAC2 until such time that it is specifically revoked by me in writing and delivered to or otherwise received by any officer or director of Persimmon Ridge Enterprises, Inc., or TAC2.

**5. SEVERABILITY.**

I further agree that this Release shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

I HAVE READ AND FULLY UNDERSTAND THIS ASSUMPTION OF RISK, RELEASE OF ALL CLAIMS, HOLD HARMLESS, INDEMNIFICATION AND COVENANT NOT TO SUE AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW, AND I DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I STATE THAT I AM AT LEAST 18 YEARS OF AGE AND OF SOUND MIND. IF AM NOT OF LEGAL AGE, MY LEGAL GUARDIAN HAS SIGNED ON MY BEHALF, AND MY GUARDIAN AND I INTEND TO BE BOUND BY THIS AGREEMENT.

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

*By including your email address, you are consenting to be added to our mailing list. You may un-subscribe at any time.*

PHONE #: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**UNDER 18 / MINOR**

GUARDIAN NAME: \_\_\_\_\_

GUARDIAN SIGNATURE: \_\_\_\_\_