

## WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to use the facility and to participate in the services and activities, including but not limited to, Firearms Safety Training (collectively, "ACTIVITIES") provided by Basic Civilian Tactics its agents, owners, affiliates, franchisors, franchisees, officers, directors, volunteers, participants, employees, suppliers, vendors, landlords, insurers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as BCT), I, on my own behalf or on behalf of my minor child, my heirs, assigned personal representatives, estate, insurers, and hereby acknowledge, affirm, and agree to the following:

**(1) AFFIRMATION OF AUTHORITY:** Under penalty of perjury, by signing below, I hereby represent and affirm that I have the legal authority to sign this Agreement on my own behalf.

**I AGREE THAT I AM SIGNING OF MY WNE FREE WILL AND DO NOT HAVE TO PARTICIPATE IF I CHOOSE NOT TO.**

**(2) ACKNOWLEDGEMENT, UNDERSTANDING AND APPRECIATION AND ASSUMPTION OF THE RISKS:** I acknowledge, understand and appreciate that my, or my child's participation in the ACTIVITIES entails known as well as unanticipated risks that could result in death, serious physical or emotional injury, paralysis, or damage to me, to property, or to third parties. I further acknowledge, understand and appreciate that such risks simply cannot be eliminated without jeopardizing the essential qualities of the ACTIVITIES. These risks include, among other things: slipping and falling; collision with fixed objects or people; injuries caused by stepping on or falling on equipment or items that have fallen from or were dropped by myself or another participant; injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck; injuries arising out of the negligence of or otherwise caused by other participants; injuries due to the physical or mental condition or any medical condition that I may have whether known or unknown; injuries due to physical contact with others, including the risk of contracting illness **INCLUDING BUT NOT LIMITED TO COVID 19**, or coming into contact with germs, bacteria or fungi whether by contact with equipment or with another participant, and any and all risks associated with exercise, physical exertion and physical activities (hereinafter referred to collectively as the "RISKS").

(2a) - I acknowledge that the risks specifically include possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza and Covid-19.

(2b) - In connection with 2a above, I am (1) willing to practice social distancing and maintaining at least six feet between individuals if or when possible and if not, I agree that shorter distances are acceptable to me; and (2) healthy enough to participate in the activities and do not have any symptoms of any infectious disease including feeling sick, coughing, sneezing, shortness of breath and/or fever; (3) do not live with a family member or have visited with a person who has been diagnosed with or is suspected with having an infectious disease in the last 14 days; and (4) I consent to having my temperature checked at the discretion of BCT upon entering the location

of the class; 5) not going to participate if I am sick or showing or experiencing any signs of illness or injury.

**(3) ASSUMPTION OF THE RISKS:** I expressly agree and promise on my own behalf or that of my minor child to accept and assume all of the RISKS arising from my participation in the ACTIVITIES. My participation in the ACTIVITIES of BCT is purely voluntary, and I elect to participate in spite of the RISKS.

**(4) PURPOSE OF THE ACTIVITY:** I expressly agree on my own behalf or that of my minor child, that the purpose for the activity is purely recreational and for my enjoyment only. I further agree that the activity or the exercises used therein will not be utilized outside of the program for any other purpose as it is for my personal satisfaction or enjoyment ONLY and that the activity is not to be considered educational, tactical, or to serve as the basis for any other purpose.

**I AGREE, ON MY OWN BEHALF OR THAT OF MY MINOR CHILD, THAT PARTICIPATION AT BCT INVOLVES ENGAGING IN PHYSICAL ACITIVITY AND THUS POTENTIALLY DANGEROUS ACTIVITIES. I FURTHER AGREE THAT, EVEN IF BCT USES REASONABLE CARE IN PROVIDING ACCESS TO THESE ACTIVITIES, THERE IS A CHANCE I OR MY CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITIES BECAUSE THERE ARE DANGERS INHERENT IN THE ACTIVITIES. BY SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHT, OR THE RIGHT OF MY MINOR CHILD, TO RECOVER FROM BCT IN A LAWSUIT FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, BODILY INJURY, OR DEATH TO ME. I FURTHER AGREE THAT IF I, OR MY MINOR CHILD, INJURE(S) ANYONE ELSE OUTSIDE OF THE PROGRAM BY USING INFORMATION FROM THE PROGRAM, I AM SOLELY RESPONSIBLE.**

**I ALSO GIVE UP ANY RIGHT ON MY OWN BEHALF, OR THAT OF MY MINOR CHILD, TO CLIAM ANY PROPERTY DAMAGE THAT RESULTS FROM THESE RISKS. I HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BCT HAS THE RIGHT TO REFUSE TO LET ME PARTICIPATE IF I DO NOT SIGN THIS FORM. THIS PROGRAM IS OPTIONAL AND I DO NOT HAVE TO PARTICIPATE.**

**(5) WARRANTY:** I certify and warrant that I, or my minor child, am/is physically able to participate in all activities with BCT without aid or assistance. I am willing to assume the risk on my own behalf or that of my minor child, of any medical or physical condition that I may have. I acknowledge that I have been read the rules governing participation in any activities and/or have read them to my child. I understand that the Rules have been implemented for the safety of all guests, including myself or that of my minor child. Failure to abide by the Rules will result in expulsion.

**PHYSICALLY ABLE TO PARTCIPIATE:** I ACKNOWLEDGE AND AGREE that I and/or my minor child have/has been advised that I must obtain a physical and be cleared to participate in this activity. I acknowledge that I or my minor child am/are physically able to participate and am/are not injured. Should an injury occur while participating:

I WAIVE ANY right to claim that BCT is responsible for my injuries or that of my minor child.

Further, I RELEASE BCT from any liability or claims that I or my minor child may have.

**(6) RELEASE OF LIABILITY:**

**I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless** BCT from any and all claims, demands, or causes of action, which are in any way connected with the ACTIVITIES at BCT or equipment or facilities, including, to the extent permitted by law, any such claims that allege negligent acts or omissions of BCT. I understand that this perpetual release/waiver will apply to each and every occasion that I or my child visit BCT or the facility within which or upon which it is being held.

**(6) ATTORNEYS' FEES, INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

**ATTORNEYS FEES** Should BCT or anyone acting on its behalf, or any facility where the activity takes place be required to incur attorneys' fees and costs to enforce this Agreement, including but not limited to, attorneys' fees and costs incurred to defend against claims brought by me or my child, or on my behalf or by third parties:

I agree on my own behalf and/or that of my minor child to **INDEMNIFY AND HOLD HARMLESS** or anyone acting on its behalf harmless for all such fees and costs.

I warrant that I have adequate insurance to cover any injury or damage I or my child may cause or suffer while participating in the ACTIVITIES, or else I agree to bear the costs of such injury or damage myself or my child. By signing this agreement, I agree that I and/or my personal insurance carrier will be responsible for injury or damages caused by myself or my child.

**(7) APPLICABLE LAW/VENUE/ARBITRATION:** Any controversy between the parties hereto involving any claim arising out of or relating to use of the facilities, participation in the ACTIVITIES, or otherwise arising out of or relating to this agreement shall be submitted to and be settled by final and binding arbitration in Warren County, New Jersey, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. In the event of litigation to enforce arbitration or settlement between the parties to this agreement, or in the event arbitration is not available, then I agree to venue in the Courts of Warren County in the State of New Jersey. I agree that the substantive law of New Jersey shall apply in that action without regard to the conflict of law rules of that state, and I agree to, and hereby do waive the right to a trial by jury. If, despite the representations made herein, I or anyone on behalf of myself identified in this waiver, file or otherwise initiate a lawsuit against BCT, in addition to my agreement to defend and indemnify BCT, I agree to pay within 60 days liquidated damages in the amount of \$8,000 to BCT. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$8,000 amount calculated at 12% per annum.

**(9) SEVERABILITY:** I agree and understand that this agreement is intended to be as broad and as inclusive as permitted by law in the State of New Jersey and if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**(10) NO OTHER REPRESENTATIONS, WARRANTIES, PROMISES, ETC.:** I understand and affirm that there are no other representations, warranties, promises, or understandings, written or oral, regarding the subject matter of this Agreement, and that I will bound by the terms of this Agreement. I further understand that any amendment, change, or modification of this Agreement must be in writing and signed by BCT in order to change any term contained herein.

**By signing this document, I understand that I may be found by a court of law to have forever waived my rights or that of my minor child's to maintain any action against BCT on the basis of any claim from which I have released BCT and any released party herein. I have had reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all of the terms and conditions set forth herein. I have read and knowingly and voluntarily have signed this agreement and specifically the release contained herein and further agree that no oral representations, statements or inducements have been made to me.**

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**PRINT NAME of ADULT**

**SIGN**

**DATE**

**Participant or Guardian**

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**Print Name of Minor Child**

**Signature of guardian**

**DATE**