

DISTINCT DEFENSE SOLUTIONS LLC
**RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS,
AND ASSUMPTION OF RISK AGREEMENT**

WHEREAS, in consideration of being permitted to attend a training course, course for instruction in firearms, for the instruction in firearms, for use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless, and defend **DISTINCT DEFENSE SOLUTIONS LLC** and its Instructors, Assistant Instructors, Consultants, Volunteers or Assistants ("Affiliates") from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: Undersigned's presence at and/or participation in the course of instruction; the discharge of firearms by Undersigned; Undersigned's presence on or use of the range, buildings, land, and premises ("Premises"); and, any and all acts or omissions of Undersigned present or future.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever which he/she may have or which may arise against **DISTINCT DEFENSE SOLUTIONS LLC** (including but not limited to the death of Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Premises, including any latent defect in the Premises; Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to Instructor); and, the discharge of firearms.

DISTINCT DEFENSE SOLUTIONS LLC and its designated Instructor(s) shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly releases the Instructors from any and all such claims and liabilities. Undersigned hereby expressly assumes the risk of taking part in the course for personal training, instruction in firearms and taking part in the activities on the Premises, which include, but are not limited to, instruction in active shooter response, medical equipment familiarization, the use of firearms, the discharge of firearms and the firing of blank and live ammunition.

Undersigned hereby acknowledges and agrees that Undersigned is aware that firearms will be fired in close proximity to other persons, spent and expired brass casings will be extracted from firearms and may cause burns to skin, garments or equipment, unconventional shooting positions, varying tactics and techniques may be performed by Undersigned. Undersigned hereby acknowledges and agrees that Undersigned will be shooting in close proximity to barricades and training devices that require they perform constant safety and muzzle awareness and execute the Four Cardinal Safety Rules/Universal Safety Rules at all times.

Furthermore, Undersigned hereby acknowledges and agrees that he/she has volunteered to participate in training, exercises, drills, and courses of fire that may require physical exertion, including running across various surfaces in dynamic environments, on uneven ground, lifting, rapid heart rate, excessive heat and cold, and in unconventional shooting positions. Undersigned assumes full responsibility for his/her own safety, weapons handling skills, and liability. If Undersigned is injured in any way, he/she will not hold **DISTINCT DEFENSE SOLUTIONS LLC**, its designated Instructors or its Affiliates, responsible for his/her actions during the voluntary participation.

I, Undersigned, hereby acknowledge and agree that I will:

1. Treat all weapons as if they are always loaded and will always know the condition of my weapon
2. Always keep my finger straight and off the trigger and will not manipulate the trigger until my sights are aligned on target and I have been told to fire the weapon
3. Never point a weapon at anyone, to include myself
4. Know my target, its location, what is behind it, in front of it, and never fire until ready
5. Never load a weapon behind or off the firing line unless told to do so by an Instructor
6. Never point the muzzle of the weapon at my body, lower extremities, or anyone else
7. Never place my finger on the trigger when moving from one point to another until I have decided to shoot
8. Wear quality eye and ear protection provided by myself and not Distinct Defense Solutions
9. Wear quality eye protection with side shields when engaging steel targets or when with others who are engaging steel targets and understand Distinct Defense Solutions is not responsible for ballistic fragmentation that could reflect back onto my body.
10. Never engage steel targets from closer than 10 yards
11. Always wear eye and ear protection during ALL live fire training

Undersigned's participation in this training **DOES NOT** constitute certification or permits of any kind, unless otherwise stated, and **DOES NOT** provide credentials or authorization to train others in the training received by DISTINCT DEFENSE SOLUTIONS LLC or its Affiliates.

Undersigned hereby acknowledges and agrees that Undersigned will adhere to the Range Safety Rules and any injury or death sustained at the negligence of himself/herself or someone else is not the liability of the Instructor or DISTINCT DEFENSE SOLUTIONS LLC.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures stated by the Instructor.

Undersigned agrees expressly that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired, impacted, or nullified thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise.

The election of any one or more remedy hereunder by the Instructor shall not constitute any waiver of Instructor's right to pursue other available remedies. This instrument binds Undersigned and His/Her executors, personal representatives, administrators, assignees, heirs and next of kin.

UNDERSIGNED:

Signature: _____

Print Name: _____ Date: / / _____

Location: _____

