

Oregon Firearm Defense

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

WHEREAS, in consideration of being permitted to attend a course for 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 OREGON FIREARM DEFENSE (OFD) AND ITS INSTRUCTORS, TRAINING COUNSELORS, AND RANGE SAFETY OFFICERS (hereinafter referred to as "Instructor(s)") from any and all fault, liabilities, costs, expenses, claims, and 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, building, land, and premises ("Premises"); and, any and all acts or omissions of Undersigned.

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 Instructor (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. Instructor 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 Instructor from any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in the course for instruction in firearms and taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

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 other rules and procedures stated by the Instructor.

Undersigned expressly agrees 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 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 or 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 confirms that he/she is not a part of any organization or group which plans to overthrow the United States government. Undersigned confirms his/her intention in taking this course is to learn how to safely use a firearm for target shooting and/or self defense as permitted by United States/Oregon laws including the 2nd Amendment. Undersigned confirms that he/she has no criminal motives for taking this course. Undersigned confirms that he/she is legally able to attend this course.

I HAVE READ THIS WAIVER AND RELEASE CAREFULLY AND HAVING DONE SO I AM SIGNING IT VOLUNTARILY.

UNDERSIGNED:

Date:

Signature

Print Name

If Undersigned is a minor (less than 21 years of age), This is to certify that, as parent/guardian of this participant, I do consent to his/her agreement to be bound by each of the conditions identified above.

UNDERSIGNED:

Date:

Signature

Print Name

UNDERSIGNED:

Date:

Signature

Print Name