



Surprise Break Firearms LLC

P.O. Box 152

Rossburg, Ohio 45362 (937) 533-9985

Student Registration Packet

Class Name: _____

Classroom Location: _____

Class Date: _____

Print Name:

Date of Birth

Address (City, State and ZIP Code):

Phone Number

Email – Permission to Contact about future Classes: YES or NO

Emergency Contact: Name, Relationship to you, Phone Number

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 the instruction in firearms for use of premises, and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend Kyle L. Yount, owner and chief instructor in charge of Surprise Break Firearms Training LLC., (herein after referred to as "Instructor") and any other Instructor hired or employed by Surprise Break Firearms Training LLC whether named or not, 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, building, and premises ("Premises") and any and all acts or omissions of Undersigned. _____ **Initial**

Undersigned furthermore waives for himself/herself and for his executor, 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, or any other Instructor, (including but not limited to the death of Undersigned and/or any and all injured, 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 Premise, (whether or not entrusted to the Instructor) and discharge of firearms. Instructors 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. _____ **Initial**

Undersigned hereby agrees he/she understands and expressly assumes the risk of taking part in the course of instruction in firearms and taking part in the activities on the Premises, which include, but are limited to instruction in the use of firearms, the discharge of firearms, and firing of live ammunition. _____ **Initial**

Undersigned agrees that the Instructor or instructors, at any time while Undersigned has undertaken the course of instruction may, in his/her/its sole discretion, determine that Undersigned has violated a rule, or rules of the range or of the Instructor, and that the Instructor may require the removal of the undersigned from the premises, without refund, as the Instructor finds it. _____ **Initial**



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Undersigned further states that he/she has carefully read this agreement and knows its contents and signs this agreement as his own act.

____ Initial

Undersigned furthermore hereby acknowledges and agrees that he/she has read, understand and will at all times abide by all range rules and procedures and other rules and procedures stated by the Instructor or Instructor's. ____ Initial

Undersigned expressly agrees that this release, waiver and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any provision of this agreement is held invalid or otherwise unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. 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 be statute or otherwise. The election of any one or more remedies hereunder by the Instructor shall not constitute any waiver of the Instructor's right to pursue other available remedies. ____ Initial

This instrument contains the entire understanding between the parties to this agreement and the terms herein are contractual and not mere recital. ____ Initial

This agreement binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs, and next of kin. ____ Initial

I (_____) hereby attest that:

1. I am a citizen of the United States of America.

2. I am not currently under indictment for any criminal charges; and

3. I have not been convicted of a felony; and

4. I have never been convicted of any domestic violence offense in any jurisdiction which involved the elements of (1) striking, kicking, shoving, or (2) purposely or attempting to or knowingly or recklessly causing bodily injury, or (3) negligently causing bodily injury to another with a deadly weapon; and

5. I am not subject to any court order issued pursuant to Domestic Violence; and

6. I am not prohibited for any reason from possessing, handling and/or discharging firearms in the State of Ohio as per (ORC. 2923) or any Federal Laws.

7. I have never been convicted of a crime in Ohio or a criminal offense in another jurisdiction where you could have been sentenced to more than six months in jail that has not been expunged or sealed; and

8. I have never had a firearms purchaser identification card, permit to purchase a handgun, permit to carry a handgun or any other firearms license or application refused or revoked in Ohio or any other state; and

9. I am presently, or have never been a member of any organization which advocates or approves the commission of acts of force and violence, either to overthrow the Government of the United States or of this State, or which seeks to deny others their rights under the Constitution of either the United States or the State of Ohio.

I have read, understand and affirm the above to the best of my knowledge.

Undersigned:

Date: _____

Signature

Print Name

I DO/DO NOT give Surprise Break Firearms Training permission to use photograph of myself for any media use.
(Circle one)



FTA RELEASE AND WAIVER

The individual named below (referred to as "**I**" or "**me**") desires to participate in _____ ("**Activity**" or "**Activities**") provided by the FTA member (the "**Member**"). As lawful consideration for being permitted by the Member to participate in the Activity, the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE MEMBER. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE MEMBER OR OTHERWISE. **Initial:** _____

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Member, and its officers, directors, employees, agents, affiliates, members, successors and assigns (collectively, "**Releasees**"), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Member or any Releasees or otherwise. I covenant not to make or bring any such claim against the Member or any other Releasee, and forever release and discharge the Member and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless the Member and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, that are incurred by the indemnified party, arising out of or related to any third-party claim alleging any bodily injury, death of any person or damage to real or tangible personal property caused by my negligence or other more culpable act or omission (including any reckless or willful misconduct) in connection with my participation in the Activities.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The award rendered by the arbitrator shall be final, non-reviewable, and non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. The place of arbitration shall be Los Angeles, California. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award punitive damages, or consequential damages.

I IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO MY PARTICIPATION IN THE ACTIVITIES. I CERTIFY AND ACKNOWLEDGE THAT I MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY. **Initial:** _____

This Agreement constitutes the sole and entire agreement of the Member and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Member and me and their respective successors and assigns.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE MEMBER.

Signed: _____ Printed Name: _____

Address: _____ Date: _____