



## ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

STUDENT

AND

**Always Remain Teachable LLC**

This Agreement is by and between \_\_\_\_\_ (hereinafter, "Student") and Always Remain Teachable LLC, (PO Box 102 Mifflinburg, PA 17844 ) represented by Robert D. Stewart (hereinafter collectively "A.R.T.") and is effective as of the date of the last of the parties to sign below.

WHEREAS Student desires to receive instruction in the use, care and handling of firearms ("Instruction"); and

WHEREAS A.R.T. employs professionally trained and licensed firearms instructors; and

WHEREAS A.R.T. may conduct the Instruction at a third party facility such as a gun club or similar establishment or on the premises of A.R.T. hereinafter "The Premises"; and

WHEREAS A.R.T. and Student, along with the Student's heirs, executors, administrators, personal representatives, agree to engage in the Instruction only upon the conditions of assumption of the risk and release of liability and indemnity as set forth below;

NOW THEREFORE the parties agree as follows:

1. The **Student** understands and acknowledges that there are certain inherent risks associated with the Instruction, both known and unanticipated, which could result in damage or destruction of personal property and physical or emotional injury, including paralysis or death of the **Student** or other persons. Student understands and acknowledges that the Instruction may take place at a facility that is remote, either in time or distance from a medical facility. Risks contemplated herein include, but are not limited to, fatal injury from the use of firearms; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; respiratory disease, allergic reactions; or other injuries or death caused by malfunction of explosive materials, ammunition or firearm malfunction; firearm misfiring or hang firing or projectile ricochet; or any activities associated with or related to the use of The Premises, hereinafter "The Risks". The **Student** understands and acknowledges that The Risks are an inherent part of the Instruction.
2. THE STUDENT EXPRESSLY ASSUMES THE RISKS AS DESCRIBED AND DEFINED ABOVE ASSOCIATED WITH THE INSTRUCTION WHETHER FORESEEN OR UNFORESEEN.
3. The **Student** agrees to indemnify, hold harmless and defend A.R.T. and Robert D. Stewart and any of their respective employees, directors, officers, agents, and volunteers (and their heirs, executors, trustees, and beneficiaries) from any and all fault, liabilities, costs (including cost of any settlement or judgment, costs of court, and attorneys' fees), expenses, claims, demands, and lawsuits arising out of, related to, or connected with the actions or omissions of the **Student**, including, but not limited to, participation in discharging firearms, observing the

discharging of firearms, use, handling and cleaning of firearms or any chemicals solvents or other materials associated with firearm use and maintenance.

4. The **Student** hereby releases and forever discharges and agrees not to sue A.R.T. or Robert D. Stewart, or any of their respective employees, directors, officers, agents, and volunteers (and their heirs, executors, trustees, and beneficiaries), for any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever that arise from property damage, personal or emotional injury, or death resulting from the Undersigned's participation in the Instruction by A.R.T. or Robert D. Stewart even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act, whether active or passive, or omission to act including negligent or omitted first-aid or rescue operations or procedures, A.R.T. or Robert D. Stewart or any of their respective employees, directors, officers, agents, or volunteers.

5. This Agreement shall be interpreted and enforced under the laws of the State of Pennsylvania without giving effect to that State's conflicts of laws provisions. This Agreement is intended to be as broad and inclusive as permitted by law. If any provision or portion is held to be invalid, void, or otherwise unenforceable, the parties intend that such provision or portion shall remain applicable to the fullest extent permitted by law, and the remaining provisions or portion shall continue and remain in full force and effect. No amendment, modification, or alteration of any of the terms or provisions of this Agreement shall be valid unless in writing and signed by the parties thereto. This Agreement, along with any signed written amendments or modifications to it, shall remain in full force and effect in perpetuity beginning on the date of execution and shall be applicable to each and every occasion of Instruction. If the **Student** is a minor, a parent or legal guardian's signature agreeing to this Agreement as to such minor must accompany the signature of the **Student**.

6. THE STUDENT WARRANTS THE HE/SHE ENTERS THIS AGREEMENT WILLINGLY, HAS READ ALL THE PROVISIONS, HAS HAD THE OPPORTUNITY TO HAVE THE TERMS REVIEWED BY LEGAL COUNSEL OF HIS/HER CHOOSING, AND UNDERSTANDS THAT BY THIS SIGNATURE THE STUDENT WAIVES SUBSTANTIAL RIGHTS, AGREEING NOT TO SUE A.R.T. AND ROBERT D. STEWART AND TO RELEASE AND HOLD A.R.T. AND ROBERT D. STEWART HARMLESS FROM ALL LIABILITY.

FOR STUDENT (Club\Association ID No. if applicable \_\_\_\_\_)

Date: \_\_\_\_\_

If Student is a minor:

\_\_\_\_\_

\_\_\_\_\_

Student Signature

Signature of Parent or Legal Guardian

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name of Parent or Legal Guardian