**Timberline Firearms**

**RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of being allowed to enter or use the facilities (all of which are hereinafter referred to as the "Facilities") and participate in any and all activities at Timberline Firearms & Training, located at 11972 N. Highway 89, Flagstaff, Arizona, 86004, I hereby agree to each of the following terms and conditions of this Agreement:

1. I have been briefed on and fully understand the Range Safety Rules and I agree to obey and comply with the Range Rules, general policies and rules of operation and administration Timberline Firearms & Training (TFT).
2. I am familiar with and understand the operation of each firearm (rifle, handgun, shotgun, or machine gun) which I will use at TFT. The word "operation" includes the safe handling, loading and unloading procedures, safety mechanisms and features of each firearm.
3. I agree that prior to participating in or observing any shooting activities, I will inspect the facilities, firearms and ammunition to be used and, if I believe anything is unsafe for any reason, I will so advise a Range Safety Officer and will leave the unsafe portion of the facilities immediately.
4. I acknowledge and fully understand that I and all others engaged in shooting, coaching, observing or training with firearms at TFT will be engaged in activities that involve substantial inherent risks of serious personal injury including disability or death and severe social and economic losses which might result from my actions or inactions or the actions or inactions of others; such risks include but are not limited to:
5. My failure to abide by firearms safety rules or to properly handle or use firearms or ammunition;
6. The failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition; the characteristics, including the design, manufacturing or other defects, of any firearm or ammunition being used by myself or others at TFT.
7. The characteristics, including the design, construction, and maintenance, of TFT’s Facilities including, but not limited to, the multiple firing point ranges; and the inability of TFT personnel (including Range Safety Officers) to, at all times, monitor or supervise each TFT user and others using the TFT Facilities including said ranges.
8. I recognize that I may be expelled from the Facilities for violation of the Range Rules or for behavior deemed unsafe by TFT personnel. Decisions regarding expulsion are final.
9. I accept full responsibility for any damage or destruction I cause to TFT property, whether by accident, negligence, willful or otherwise. TFT property includes, but is not limited to, the facility, range equipment, target frames, target supports or mechanisms, firearms, signs, and all equipment, electrical and otherwise. TFT reserves the right to recover from me a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorneys' fees, incurred in bringing any claim for such damage.
10. On behalf of myself. my heirs, executors. administrators and assigns, I hereby assume all risk of personal injury and accept personal responsibility for any and all damages that may occur as a result of any such personal injury, disability or death. The word "damages" includes, but is not limited to, the incurring of physical and emotional injury of any kind, loss of physical function, ability or capacity, medical expenses, lost wages or income, loss of consortium and any other compensatory damage.
11. On behalf of myself, my heirs, executors, administrators and assigns, I hereby waive, release and discharge TFTLLC ·and their affiliates, and their Officers, directors, owners (members), managers, employees. agents, successors and assigns ("Released Parties") from any and all claims. demands. actions or lawsuits seeking damages on account of any personal injury, disability or death occurring to myself or anyone else, caused in whole or in part or alleged to be so caused by the negligence of any of the Released Parties or caused by anyone else.
12. On behalf of myself, my heirs, executors, administrators and assigns, I hereby agree to indemnify and defend the Released Parties from any and all claims, demands, actions or lawsuits for any personal injury, disability or death occurring to myself or any other person which result entirely or in part from the actions, failure to act, or negligence of myself, my guests or minors for whom I am responsible.
13. I agree that this Release, Assumption of Risk and Indemnity Agreement shall be interpreted according to Arizona law and that any dispute shall be resolved in Arizona.
14. I certify as follows:
15. That I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling or possessing firearms under Arizona and/or Federal law;
16. That I can lawfully own, handle and possess a firearm;
17. That all information given in this Application is true and correct to the best of my knowledge;
18. I recognize the safety of everyone at TFT is my responsibility and I agree not to cause harm to myself or others at TFT.

I hereby state that I, the actual signer of this Agreement, am an adult over the age of 18 years, that I have read and understand each of the above terms and conditions and that I have knowingly given up substantial legal rights by signing below which I do voluntarily.

| Print Full Name |  | Signature |  | Date |
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| 2. |  |  |  |  |