

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Principal Purpose: To release and indemnify Apex Accuracy Outdoors LLC, and the agents and employees thereof, from any and all liability arising from or incident to voluntary participation in a firearms instruction course, held at any and all places and by any employee or representative of Apex Accuracy Outdoors LLC (hereinafter defined as "Releasees").

1. I, _____, ("Participant") hereby release, waive, discharge, indemnify, and covenant not to sue or pursue any legal cause of action against any Releasees (those parties mentioned in "Principal Purpose" paragraph above) and further discharge any such Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including maiming and death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted, traveling to and from this activity or use of equipment or facilities utilized during this activity.

____ (Initial) 2. I hereby expressly assume the risk of taking part in the course for instruction in firearms which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition. I am fully aware that my signature below acknowledges and consents that I am participating in an inherently dangerous activity and that I accept the terms and conditions listed above as they may pertain to me as a participant.

____ (Initial) 3. I agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorney fees, that Releasees may incur due to my participation in the activities listed in paragraph 2, whether caused by negligence of Releasees or otherwise. I certify that I have read and fully understand the content and meaning of this paragraph.

____ (Initial) 4. I further agree, as a participant in the activities listed in paragraph 2 above, to the use by any Releasee or anyone connected therewith, of any video, media coverage, or any other forms of communication generated by this activity for commercial or noncommercial purposes without recourse or compensation.

____ (Initial) 5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue or pursue any legal action against the above-named Releasees. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin.

____ (Initial) 6. Participant represents that there are no legal restrictions with Participant in the handling or participating in firearms instruction course. Participant certifies that they are not a person prohibited under federal or state law from possessing a firearm.

____ (Initial) 7. **In signing this Agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, fully understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.**

Signature of Participant

Printed Name of Participant

Date