



Prevail LLC/KASDG Waiver of Liability

RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT FOR COURSES TAUGHT BY
Prevail Firearms Training or The Kansas Armed Self-Defense Group

I, THE UNDERSIGNED, FULLY UNDERSTAND that, by their very nature, the use of firearms is dangerous and that accidents which occur while traveling to and from training and/or shooting premises or while participating in firearms use and training can result in damage to property and serious injury and even death. These risks, hazards, and dangers include, but are not limited to:

- handling and/or shooting loaded and/or unloaded firearms,
- being near others who have firearms in their possession,
- tripping and/or stumbling while carrying firearms and/or other equipment,
- injury from ammunition and lead poisoning,
- damage to ears and eyes and burns on the body, and
- other risks and social and economic losses either not known to me or not readily foreseeable by me at this time.

I FULLY UNDERSTAND that the above risks, hazards, and dangers may be caused by my own actions or inactions or by the actions or inactions of other participants or by the RELEASEES named below, yet I ACCEPT AND VOLUNTARILY ASSUME all such risks, known and unknown, and assume all responsibility for the losses, costs, and/or damages following such injury, disability, paralysis, or death, even if caused, in whole or in part, by the negligence of the RELEASEES named below.

I HEREBY ABSOLUTELY AND UNEQUIVOCALLY RELEASE, DISCHARGE, AND COVENANT not to sue Prevail LLC (DBA Prevail Firearms Training or The Kansas Armed Self-Defense Group) or their respective Trusts,

their instructors, administrators, agents, executors, volunteers, range owners/administrators (specifically, but not limited to: the Kansas Dept. of Wildlife & Parks, Friends of Fancy Creek Range, or Living Water Ranch) and/or other participants (all such are referred to herein as RELEASEES) and to release all such RELEASEES from all liability, claims, demands, losses, and/or damages on my account caused or alleged to be caused in whole or in part by my negligence or the negligence of the RELEASEES or others, including negligent rescue operations; and I further agree that, despite this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, if I, or anyone on my behalf, makes a claim against any of the RELEASEES, I will indemnify, save, and hold harmless each of the RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, and/or costs which may incur as the result of such claim.

IT IS MY EXPRESS INTENT THAT THIS AGREEMENT SHALL BIND my spouse, if I am married, and the members of my family, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read and do fully understand its terms and understand that I have given up substantial rights by signing it. I sign it voluntarily as my own free act and deed and state that no oral representations, statements, or inducements, apart from this written agreement, have been made.

I am at least eighteen (18) years of age and am fully competent; and I execute this RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT for full, adequate, and complete consideration fully intending to be bound by same. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I furthermore agree that if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect in accordance with the laws of the State of Kansas.

Printed Name of Participant: _____

Signature: _____ Date: _____



Friends of Fancy Creek Range

AGREEMENT, HOLD HARMLESS CLAUSE, COVENANT, AND RELEASE FROM LIABILITY

For the Fancy Creek Range operated for all and any use by, "Friends of the Fancy Creek Range" (organization). Use of the Fancy Creek Range includes the use and discharge of firearms by participants. These situations possess a certain and inherent danger for the participants in such activities with all parties understand cannot be avoided by the exercise of due care. As the participants value and desire to be involved with others in the pursuit of activities involving the discharge of firearms, the instant Agreement, Hold Harmless Clause, Covenant, and Release from Liability is entered into by the below identified parties for that purpose on the below stated terms and conditions.

THE PARTIES

The "Friends of Fancy Creek Range" its membership, Officers, and Board of Directors, jointly and severally, are hereinafter referred to as FFCR. Individuals wishing to avail themselves of these opportunities as outlined above are hereinafter referred to as participants, and Participants may or may not have, paid a fee to FFCR for the opportunity to participate in such activity and to compensate the FFCR, for its services and costs.

THE ACTIVITY

The Activity referred is authorized access to Fancy Creek Range which is scheduled to occur, or is occurring on _____, 20XX, and which is understood to include any and all periods of competition, practice, observation, classroom instruction on or about the property under operation by FFCR on or about the date described above.

AGREEMENT

It is understood and agreed that this Agreement, Hold Harmless Clause, Covenant and Release from Liability, are part of the consideration flowing from the Participant to the said FFCR, jointly and severally, for the privilege of participating in said Activity with said FFCR. Participant hereby avows and agrees that he or she enters into this Activity of his or her own free will and at his or her own request and voluntary assumes any and all risks appurtenant to this Activity. Participant hereby agrees that he or she is aware of the fact that others participating the Activity and that he or she assumes any and all risks of injury or damage therefrom. Participant further expressly acknowledges that the FFCR is only allowing them to participate in the Activity with this understanding. Participant understands that by signing this document that he or she is giving up every right that they will have on account of any injuries of damages that they may have arising out of their presence on the property of Fancy Creek Range, or their participation in the Activities listed above. Participant is making it perfectly clear to the FFCR that Participant assumes each and every risk, all singular, known and unknown, the risks of transportation, from any Activity, and or, being temporarily on the premise of the Fancy Creek Range.

HOLD HARMLESS CLAUSE

Participant hereby promises, agrees, and understand, that they are participating in this Activity under the expressed condition the FFCR is free from any and all liability and claim for damages by reason of ANY INJURY to any person or persons, including participant, or property of any kind whatsoever, and to whomsoever belonging, including Participant, from any cause whatsoever while engaged in the Activity offered by FFCR either on Fancy Creek Range or at any other place.

Participant hereby promises and agrees for allowing participant to be involved in said Activity, to indemnify and save harmless FFCR from all liability, loss, costs, and obligation of any kind on account or arising out of any such injuries or losses, however occurring, during the periods that said Participant is engaged in said Activity.

COVENANT NOT TO SUE

Participant hereby promises and agrees that they will never institute and action or suit at law or in equity against the aforesaid FFCR, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of service, expenses, or compensation for on account of any damage, loss or injury either to person or property, or both, resulting, or to result, past, present or future, arising out of the said privilege of participating in the said Activity described above.

In addition to the foregoing Agreement, Hold Harmless Clause, and Covenant I hereby RELEASE and forever DISCHARGE the aforesaid FFCR, heirs, executors, administrators, successors, and assigns, and each of them, from each and every right and claim which I now have, or may hereafter have, and each account of any injuries, damages, to person or property, or illness that I may sustain as a result of my participation in the aforesaid activities. IT IS MY INTENTION by signing this paper to bar me forever from suing, and to release FFCR even as to the injuries, damages, to person or property, and illness, rights and claims not mentioned herein or not known by me.

Wherefore, by my signature below I expressly acknowledge, covenant and agree:

1. That I am bound by each and every term of the Agreement, Hold Harmless Clause, Covenant and Release.
2. That I have read and understand they document I have signed.
3. That it is my intention to enter into the agreement of my free will and as my free act.
4. That this agreement is entered into with valuable consideration to each party, receipt of such consideration, my participation in the Activity, I expressly acknowledge herein.

Signature: _____ Date: _____