

AGREEMENT, RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE, AND WAIVER OF LIABILITY
(READ CAREFULLY BEFORE SIGNING)

The undersigned agrees to abide by all of the range rules of Muncie Threat Assessment Center, LLC (“MTAC”), and the undersigned represents that he or she understands all of these rules, and was given the opportunity to ask for clarification of any and all of the rules before signing this Agreement. The undersigned understands that MTAC reserves the right to eject anyone who violates any of the range rules of MTAC or otherwise acts in any unsafe manner as determined by MTAC. The undersigned agrees to peaceably leave the premises of MTAC if so ejected, after paying for all services and merchandise

In consideration of the acceptance of my participation, directly as a participant or instructor, or as a spectator or observer, in any activity, class, competition, firing range rental, or other use of the facilities of MTAC or facilities being used by MTAC (hereinafter “Activity”), the undersigned agrees to assume the risks incidental to such participation and, on my behalf and on behalf of my heirs, executors and administrators, successors, and assigns, I hereby release, indemnify, hold harmless, covenant not to sue and forever discharge MTAC, the Muncie Fraternal Order of Police (“Muncie FOP”) and its officers, directors, members, agents, representatives, staff, employees, insurers, heirs, assigns or successors (hereinafter “Released Parties”), of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in any Activity. The undersigned clearly understands that the Release, Indemnification, Covenant Not to Sue, and Waiver of Liability provisions of this Agreement clearly and unequivocally include and apply to any claims based on accidents, the undersigned’s violation of any law, statute, regulation and rules, negligence (whether active or passive), ownership or misuse of any dangerous instrumentality, action or inaction of or by any of the above Released Parties, including, but not limited to, claims for bodily injury, death and property damage or loss suffered by me as a result of such participation in any Activity. Additionally, the undersigned further agrees to indemnify and hold the Released Parties harmless from any liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in any Activity which results in the personal injury or death of anyone whatsoever, or loss or damage to the property of anyone whatsoever (including the loss of use thereof). Further, I, the undersigned, agree, on my own behalf and on behalf of my heirs, executors and administrators, to pay MTAC and Muncie FOP for any damage to the Released Parties arising in any way out of any Activity and caused by me in any way, negligently or intentionally, including, but not limited to, property damages, personal injury damages, cleaning costs, loss of use damages, business interruption damages, damaged goodwill or reputation, medical costs, counseling costs, court costs, collection costs and attorney’s fees.

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such invalid part, term or provision shall not be deemed part of this Agreement. I further agree that any ambiguities in this Agreement shall not be construed in favor of or against any party by virtue of that party having drafted to the Agreement. No remedy conferred by any of these specific provisions of this Agreement 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 by statute or otherwise. The election of 1 or more remedy hereunder shall not constitute any waiver of right to pursue other available remedies.

I expressly agree not to take photographs and/or to video tape of any actions or participants of the Activity or of the facility itself without the authorized consent of MTAC’s officers or directors. I expressly agree not to post to any form of social media any photographs and/or video tapes as to the Activity or of the facility without the authorized consent of MTAC’s officers or directors. I expressly agreed that in the event that I take any of these actions without MTAC’s consent, that MTAC shall have the right to pursue legal actions against me and that I am responsible for any damage to MTAC for said actions, including but not limited to business interruption damages, damaged goodwill or reputation, court costs and attorney’s fees.

I certify that I am eighteen (18) years of age and that I am entering into this Agreement on my own behalf. I expressly understand that the aforementioned Activity includes the discharge of firearms, firing of live ammunition, and/or usage of the facility. I further certify that I have completely read the foregoing and I expressly agree to all of the provisions of this Agreement.

Participant/Instructor/Observer

MTAC Representative

Parent/Guardian of Participant/Observer
Dated: _____