ACTION PISTOL GROUP RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

This Release, Waiver, Indemnification, Hold Harmless, and Assumption of Risk Agreement ("Release") is required of each participant or/or student ("Releasor") in an Action Pistol Group sponsored competition or class.

- 1. <u>PARTY RELEASED:</u> This release is made in favor of the Action Pistol Group ("APG"). This Release includes all officers, training counselors, instructors, range safety officers, match personnel, directors, volunteers of the APG, as well as APG personnel's spouses, heirs, next of kin, successors, agents, assigns, and legal representatives ("Successors").
- **2. CONSIDERATION:** Releasor has specifically requested that APG allow him/her to participate in, or be present at an APG sponsored firearms competition or class. The consideration for this Release is the permission given by APG to participate in such competition or class.
- 3. <u>INHERENTLY DANGEROUS ACTIVITY:</u> Releasor has been fully advised that the use of firearms constitutes an inherently dangerous activity. Participation in or presence during the use of firearms can and may result in death or serious bodily harm to firearm users, spectators, and any and all others whose presence may or may not be apparent. Releasor undertakes to participate in such competition or class with full and complete knowledge and awareness of the inherently dangerous nature of activities associated with the use of firearms.
- **4. <u>BINDING NATURE OF RELEASE:</u>** This release binds not only Releasor with regard to any claims arising from participation in the within described activity, but also Releasor's heirs, successors, and assigns.
- **5.** ASSUMPTION OF RISK: The Releasor, by placing his/her signature upon this document, HEAREBY EXPRESSLY ASSUMES ANY AND ALL RISK associated with his/her participation in the herein described activities. More specifically, Releasor hereby assumes every risk associated with the use of firearms, the discharge of firearms, Releasor's presence on the or in the instruction or match premises, and the firing of live ammunition, without exception.
- **GENERAL RELEASE:** RELEASOR RELEASES ALL APG PERSONNEL, THEIR AGENTS AND EMPLOYEES, AND ALL OTHERS MENTIONED OR REFERENCED IN PARAGRAPH ONE OF THIS RELEASE, FROM ANY AND ALL CLAIMS FOR LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, LOSS OF PERSONAL PROPERTY, WHETHER OR NOT CAUSED BY RELEASOR'S OR APG PERSONNEL'S NEGLIGENCE, WHILE PARTICIPATING IN THE MATCH RELEASEOR HAS REQUESTED PERMISSION TO PARTICIPATE IN OR ATTEND.
- 7. <u>ACKNOWLEDGMENT:</u> Releasor represents that he/she is over the age of 18 and acknowledges and agrees that he/she has read this document and understands its terms in all of their particulars, and he/she is executing this instrument freely and voluntarily. Releasor further acknowledges and agrees that he/she has read and understood, and at all times shall abide by all range rules, procedures and APG Personnel's Range Commands and all Directions as delivered by a competition match director, class instructor, range and safety officer, their assistants, or agents.
- **8.** <u>VALIDITY OF PORTIONS OF THIS RELEASE:</u> Releasor further expressly agrees that this document is intended to be as broad and inclusive as permitted by Colorado law and that if any provision hereof is held invalid or otherwise unenforceable, the remaining provisions shall not be impaired thereby, and shall remain enforceable.
- 9. THIS RELEASE BINDS THE RELEASOR AND HIS/HER SPOUSE, AGENTS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, HEIRS, AGENTS, AND NEXT OF KIN.
- **10. FELONY CONVICTIONS OR INDICTMENTS:** Releasor hereby attests and affirms that he/she is not a convicted felon, is not under indictment for a felonious act, is not the subject of a civil or criminal restraining order prohibiting him/her from use or possession of firearms, has not been convicted of child or spousal abuse, nor currently has such charges pending against him/her.