

# Heraldry LLC

## Firearms Training

### Registration Form and Liability Waiver

*This form must be completed and presented prior to shooting.*

**Note: Signing this form is voluntary; however, participation in all shooting activities is dependent on signing this form.**

Training Only Prerequisites: You must be a citizen of the United States. If you have been convicted of a felony (including first time offenders), you are not permitted to register/participate in our firearm courses.

Absolutely no alcohol, illegal substances or legal medications that would impair your judgment, vision or hearing may be ingested before or while participating in this activity. **(INITIALS HERE)** \_\_\_\_\_

(PLEASE PRINT)

Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_

Gender (Circle One): Male          Female

Email Address: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: (\_\_\_\_) \_\_\_\_\_

Concealed Carry Permit #: \_\_\_\_\_ Exp. date: \_\_\_\_\_

**Experience:** Never fired a gun       Limited experience       Moderate Experience       Expert

### **LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT**

I, \_\_\_\_\_, have registered and anticipate to participate fully in the activities and training provided by **Heraldry LLC / Heraldry Arms / Heraldry Equipment and Response Training**, its agents, instructor(s), employees, staff, members, and all other persons acting in any capacity on its behalf (hereinafter collectively referred to as "Heraldry"), and in consideration of the services provided by same, I hereby fully acknowledge, understand, and agree, on behalf of myself, heirs, next of kin, assigns, personal representatives and estate, to release and hold harmless Heraldry, its agents, instructor(s), employees, staff, members and all persons acting on its behalf for any and all claims, actions, causes of action, demands, rights, damages, costs, attorney's fees, expenses, and compensation whatsoever that may arise by virtue of my participation in the activities and training provided by Heraldry, and I acknowledge each Article set forth below:

**1.** I acknowledge and assume the risks and dangers that exist in my use of any/all firearms and/or defensive tactics and techniques, and which could result in physical and/or emotional injury, paralysis, death, or damage to myself, to property, or to third-parties.

**INITIALS** \_\_\_\_\_

**2.** I understand that such risks and damages simply cannot be eliminated without jeopardizing the essential qualities of the activities and training. The risks and damages include, but are not limited to, the undersigned or third-parties being (a) shot by a firearm; (b) suffering hearing loss; (c) suffering eye injuries or vision loss; (d) inhalation or contact with airborne contaminants; (e) and or being struck by flying debris. Furthermore, I understand that the Heraldry staff has a difficult job to perform, and that the Heraldry staff cannot be fully aware of a participant's fitness or abilities. I also understand that the equipment used in the activities and training may malfunction through no fault of Heraldry.

**INITIALS** \_\_\_\_\_

**3.** I expressly agree and promise to accept all of the risks existing in the activities and training. Participation by me in the activities and training is purely voluntary, and I elect to participate in spite of the risks. I agree to indemnify and hold harmless Heraldry, its agents, employees, members and staff against loss or expense, including attorney's fees, by reason of the liability imposed by law upon Heraldry. It is further understood and agreed that this **LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT** shall (at the option of Heraldry) obligate me to defend Heraldry, retain appropriate counsel and to further bear all costs and expenses, including the expense of counsel in the defense of any litigation, mediation and or arbitration arising by virtue of the activities and training provided by Heraldry. I hereby voluntarily release and forever discharge Heraldry, its agents, employees, members and staff, and agree to indemnify and hold harmless Heraldry, its agents, employees, members and staff from any and all claims, demands, or causes of action, which are in any way connected with my participation in the activities or training, or my use of any equipment or facilities, provided by Heraldry, including, but not limited to, all firearms and any indoor or outdoor shooting ranges, including any such claims which allege negligent acts or omissions of Heraldry its agents, employees, members and staff.

**INITIALS** \_\_\_\_\_

**4.** I have read, understood, and agree to follow the "Heraldry Arms Safety Regulations" found on Heraldry's website.

**INITIALS** \_\_\_\_\_

**5.** I agree to be personally responsible for my own safety. I agree to follow all written and oral instructions given by Heraldry staff, and to obey all directives contained in posted signs and regulations. I may choose NOT to participate in any activity that I deem unsafe. I additionally acknowledge that the Heraldry staff may, at any time, make a decision in its sole discretion to discontinue my participation in the activities or training. Upon termination of my participation, I understand that I will have to leave the facility immediately; that I will not be entitled to any refund of monies paid; and that all materials or equipment provided to me by Heraldry will be returned to Heraldry.

**INITIALS** \_\_\_\_\_

**6.** I agree that if I am not capable of completing the required demands and/or functions of the activities and/or training, I will immediately advise the Heraldry staff. I agree to perform the techniques taught only at the speed or force level with which I am competent. If unsure of the proper technique(s) being taught, I shall ask for assistance from Heraldry staff and shall not improvise techniques on my own.

**INITIALS** \_\_\_\_\_

**7.** I agree to immediately notify Heraldry staff of any injury suffered by me or any injury suffered by any other participant in the training that I may observe or otherwise learn about.

**INITIALS** \_\_\_\_\_

**8.** I agree to make every effort to make all activity areas safe. Should I become aware of any potentially unsafe condition in and around any activity area (such as the indoor shooting ranges or training room), including unsafe conditions caused by the behavior of other participants, I agree to immediately notify the Heraldry staff. **INITIALS** \_\_\_\_\_

**9.** I agree that when arriving and departing the Heraldry property, and at all times I am on Heraldry property, including in parking lots, I must keep all firearm(s) unloaded and cased unless I am under the direction and supervision

of Heraldry and participating in the activities and training conducted by Heraldry. (This provision does not apply to Law Enforcement Officers and valid Concealed Carry Permit holders; however; it is the intent of this provision that Concealed Carry Permit holders will keep their firearm concealed unless under the direction and supervision of Heraldry instructors and staff.) When not cased (such as a rental gun), handguns, rifles and shotguns must be carried unloaded, with actions open, in the muzzle down position, and with detachable magazines removed and tubes unloaded.

**INITIALS** \_\_\_\_\_

- 10.** I consent to having my photograph taken while participating in Heraldry activities. These pictures may be displayed in any and all Heraldry publications, including but not limited to, newsletters, the official website, social websites, brochures, advertisements, and any and all media, including video. **NOTE:** This provision is the only provision in this Agreement that can be declined by not providing your initials.

**INITIALS** \_\_\_\_\_

- 11.** Should a staff member or any other person present at a Heraldry activity provide transportation to or from any activity, I acknowledge that such transportation is provided solely as a convenience to me and that it is not part of the activity, and that Heraldry's staff, agents, and employees, have no responsibility or liability in connection with the transportation.

**INITIALS** \_\_\_\_\_

- 12.** I specifically release the shooting range owner/operator, the activity sponsor(s) and staff, guest instructors, Heraldry staff, all individuals participating in the administration of the activity, and the Officers, Directors, and/or Members of the shooting range from any and all claims or liability related to all of the activities in which I have voluntarily chosen to participate. I agree to indemnify the above mentioned entities and individuals for any and all expenses and liability they incur as a result of any injury I may sustain related to any activities and training, provided by Heraldry.

**INITIALS** \_\_\_\_\_

- 13.** I certify that I am not a fugitive from justice, nor under indictment in any Court.

**INITIALS** \_\_\_\_\_

- 14.** I certify that I have not been convicted of a felony.

**INITIALS** \_\_\_\_\_

- 15.** I certify that I have not been charged with any crime involving either the use of a firearm or violent behavior.

**INITIALS** \_\_\_\_\_

- 16.** I certify that I am not drug or alcohol dependent.

**INITIALS** \_\_\_\_\_

- 17.** I certify that I am not impaired from alcohol or any prescription or illicit drug.

**INITIALS** \_\_\_\_\_

- 18.** I certify that I have not been adjudicated incompetent and have not been committed to a mental institution.

**INITIALS** \_\_\_\_\_

- 19.** I certify that I have not been diagnosed with depression; that I am not taking any medication prescribed to treat depression; and that I am not suicidal or otherwise having any thoughts about harming myself or others. **INITIALS** \_\_\_\_\_

- 20.** I certify that I have never been discharged from the Armed Forces under dishonorable conditions.

**INITIALS** \_\_\_\_\_

**21.** I certify that I am not illegally in the United States.

**INITIALS** \_\_\_\_\_

**22.** I certify that I have not been charged with any crime involving domestic violence or subject to a domestic violence protective order.

**INITIALS** \_\_\_\_\_

**23.** FOR FEMALE PARTICIPANTS ONLY: I certify that I am not pregnant.

**INITIALS** \_\_\_\_\_

**24.** I expressly acknowledge and agree that Heraldry, in its sole discretion, may decline to allow me to participate in any activities and/or training for any reason or for no reason at all.

**INITIALS** \_\_\_\_\_

**25.** I expressly agree that the foregoing Liability Waiver, Release, and Assumption of Risk Agreement is to be governed by the laws of the State of North Carolina and is intended to be as broad as is permitted by said laws. I further agree that if any provisions of this agreement are held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect.

**INITIALS** \_\_\_\_\_

**WHEREFORE,** I have had sufficient opportunity to read this entire document, I acknowledge and fully understand the terms of the LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability of Heraldry to the greatest extent allowed by law.

PRINT NAME: \_\_\_\_\_

SIGNATURE REQUIRED: \_\_\_\_\_

**NOTE:** Any participants under eighteen (18) years of age must have a parent or guardian accompany him/her on all Heraldry sponsored activities and training and execute this Agreement for and on behalf of the minor participant.