



AGREEMENT AND ASSUMPTION OF RISK HOLD HARMLESS CLAUSE:
PROMISE NOT TO SUE AND RELEASE

WHEREAS, David Weidner, owner of CCW Tactical Defense, LLC (hereinafter "DW/CCWTD") is an individual who presents classes in: NRA Basic Pistol; Missouri CCW; Illinois CCW; and

WHEREAS, said classes may be composed of up to Forty (40) persons at any given time: and

WHEREAS, such situations possess certain inherent dangers for the persons and property of the individuals participating in the said activity: and

WHEREAS, "DW/CCWTD" currently holds classes at the Florissant American Legion Post 444 or Alton American Legion Post 126, (hereinafter "ALP"); and

WHEREAS, "DW/CCWTD" currently holds classes at Eugene Weidner's Range, (hereinafter "EWR"); and

WHEREAS, "DW/CCWTD", may in their sole discretion, designate other instructors or assistants (hereinafter "Assistants") to instruct classes in NRA Basic Pistol; Missouri CCW; Illinois CCW; including but not limited to the use of firearms, and ammunition; and

WHEREAS, individuals wishing to avail themselves of the aforementioned instruction are (hereinafter referred to as "STUDENTS"); and

WHEREAS, "STUDENT(S)" have paid or will pay a fee to "DW/CCWTD" to compensate them and or such "Assistants" for the aforementioned instruction; and

WHEREAS, in consideration of the instruction in; NRA Basic Pistol; Missouri CCW; Illinois CCW including but not limited to the use of firearms, and ammunition, "STUDENT(S)" Desire to hold harmless "DW/CCWTD" and their "Assistants" and "ALP", "EWR" from any claims which may arise in connection with such instruction and further desire to and do promise not to sue;

I.

AGREEMENT AND ASSUMPTION OF RISK

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED that the Agreement and Assumption of Risk, Hold Harmless, Clause and the following promise Not to Sue, and Release each and all part of the consideration flowing from the STUDENT to "DW/CCWTD" and/or their "Assistants" and "ALP", and "EWR" jointly and severally, for the privilege of receiving said instruction from "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR", and without said instruction would not be given; and

STUDENT hereby agrees to abide by and follow any and all instructions given or rules established by "DW/CCWTD", and/or their "Assistants" and "ALP", "EWR", at all times during the course of instruction; and

STUDENT hereby acknowledges and agrees the he/she is aware of the fact, and assumes all risks, that there will be other students on the training facilities with him/her, and, STUDENT assumes any and all risks of injury, death or damage, and releases "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR" from any claim for personal injury, death or property damage in connection with STUDENT'S use of and exposure to, including but not limited to, firearms, ammunition, or accessories pursuant to participation in "DW/CCWTD" and/or their "Assistant's" and "ALP", "EWR" instruction, regardless of experience or ability.

STUDENT expressly agrees that this Agreement and Assumption or the Risk, Hold Harmless Clause, Promise Not to Sue and Release shall be governed by the laws of the State of Missouri and is intended to be as broad and inclusive as is permitted by Missouri Law, and that in the event any portion of this Agreement is determined invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be effected or impaired in any way and shall continue in full legal force and effect.

STUDENT voluntary assumes all risk and danger of injury or death inherent in the use of any firearm, ammunition, equipment, or gear provided to or used by said STUDENT or by "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR".

STUDENT ACKNOWLEDGES THAT THIS DOCUMENT IS A CONTRACT AND AGREES THAT IF A LAWSUIT IS FILED ON BEHALF OF STUDENT OR HIS/HER SUCCESSOR(S) OR SURVIVOR(S) AGAINST "DW/CCWTD" AND/OR THEIR "ASSISTANTS" OR "ALP", "EWR", OR AGENTS FOR ANY INJURY OR DAMAGES ALLEGING BREACH OR INVALIDITY OF THIS CONTRACT, THE UNDERSIGNED WILL PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY "DW/CCWTD" and/or THEIR "ASSISTANTS" and "ALP", "EWR" IN DEFENDING SUCH ACTION.

Initials:

II

HOLD HARMLESS CLAUSE

STUDENT hereby promises and agrees and understands that he/she is entering this course on instruction under the express condition that "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR" are free from any and all liability and claims for damage by reason of **ANY INJURY OR DEATH** to any person or persons, including STUDENT, or property of any kind whatsoever, and to whomsoever belonging, including STUDENT, from any cause or causes whatsoever while engaged in the course or instruction offered by "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR".

STUDENT hereby promises and agrees, on his/her own behalf and on behalf of his/her heirs, executors, legal representatives, parents, legal guardians, assigns, as part of the compensation paid or to be paid to "DW/CCWTD" and/or their "Assistants", and "ALP", "EWR" for allowing the STUDENT to receive the said course of instruction, to indemnify and save harmless "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR" from all liability, loss, costs, and obligation of any and every kind on account of or arising out of, any such injuries or losses, however occurring, during the course of instruction.

Initialed:

III

PROMISE NOT TO SUE

STUDENT hereby promises and agrees on his/her own behalf and on behalf of his/her heirs, executors, legal representatives, parents, legal guardians, assigns, that he/she will never institute any action or suit at law or in equity against DW/CCWTD and/or their "Assistants", and "ALP", "EWR", nor institute or prosecute any claim, demand, loss for death, or injury either to person or property, or both, resulting or to result out of attending the said course of instruction.

Initialed:

IV

RELEASE

In addition to the foregoing Agreement, **Hold Harmless Clause, and Covenant Not to Sue**, I, (Name) hereby (**write "RELEASE" to show you know what you are doing**) () and forever discharge "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR" and their successors, and assignees, and each of them, from each and every right and claim which I now have, or may hereafter have on account of any injuries, death, damages, to person or property, or illness that I may sustain as a result of engaging in the said course of instruction, whether or not arising from the negligent acts or omissions of "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR". I specifically release and forever discharge "DW/CCWTD" and/ or their "Assistants" and "ALP", "EWR" and their successors, and assignees on account of any injuries, death, damages, to person or property, or illness that I may sustain in connection with the use of any firearm, ammunition, weapon, gear, or accessory.

IT IS MY INTENTION by signing this contract to forever bar me and my successors or survivors from suing "DW/CCWTD" and/or their "Assistants" and "ALP", "EWR" and their successors, and assignees as to injuries, death, damages, to person or property, or illness, rights or claims, whether mentioned *hereon in* or not and whether known to me or not.

A. Do you know that signing this contract will prevent you from instituting any suit, or asserting any claim, or right you may have for damages now or in the future as a result of participating in said course of instruction.

Yes: No: Initialed:

B. I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A HOLD HARMLESS AND PROMISE NOT TO SUE AND FOREVER RELEASE AND INDEMNITY FOR ALL CLAIMS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

I ACKNOWLEDGE THAT THIS DOCUMENT IS A CONTRACT AND AGREE THAT IF A LAWSUIT IS FILED ON BEHALF OF ME OR MY SUCCESSOR(S) OR SURVIVOR(S) AGAINST "DW/CCWTD" AND/OR THEIR "ASSISTANTS" AND "ALP", "EWR", OR THEIR AGENTS OR FOR ANY INJURY OR DAMAGES ALLEGING BREACH OF OR INVALIDATING THIS CONTRACT, THE UNDERSIGNED WILL PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY AGAINST "DW/CCWTD" AND/OR THEIR ASSISTANTS AND "ALP", "EWR", OR THEIR AGENTS IN DEFENDING SUCH ACTION.

DATED (mm/dd/yyyy): NAME(PRINT):

PHONE:

ADDRESS:

CITY: STATE:

ZIP CODE:

SIGNATURE: _____