



## **Release, Waiver, Indemnification, Hold Harmless and Assumption of Risk Agreement.**

WHEREAS, in consideration of being permitted to attend a course for instruction in firearms training and safety, for the instruction of the same, for use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend \_\_\_\_\_ (hereinafter referred to as "Instructor"), Wisconsin Carry, Inc., its officers, directors, agents, volunteers, any other Instructor hired, employed by or in any way associated with Wisconsin Carry, Inc., whether named or not, and the owner of the Premises and his/her employees and agents (hereinafter "Indemnitees") from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to, or in any way connected with: the course of instruction, any actions taken by the Undersigned in reliance on the course of instruction; Undersigned's presence at and/or participation in the course of instruction; the discharge of firearms by Undersigned; Undersigned's presence on or use of the range, building, land, and premises where the course of instruction was held, commonly known as

\_\_\_\_\_ (hereinafter "Premises"); and any and all acts or omissions of Undersigned, whether related to the course of instruction or not. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States or of any State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend Indemnitees from any and all costs, expenses, or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Indemnitees, or any single Indemnitee or combination of Indemnitees, whether individually or jointly with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand, lawsuit, including actual attorneys' fees.

Undersigned furthermore waives and fully releases, for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries, any and all rights, claims for damages, losses, demands, and any other actions or claims of whatever nature, whether based in law or equity, including but not limited to, the death of Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned's property which he/she has now, may have, or which may arise against or in any way relate to Indemnitees, or any single Indemnitee or combination of Indemnitees, which may, in any way whatsoever, arise out of, be related to or be connected with the course of instruction, the Premises, any actions taken by the Undersigned in reliance on the course of instruction; Undersigned's presence at and/or participation in the course of instruction; the discharge of firearms by Undersigned, and any and all acts or omissions of Undersigned, whether related to the course of instruction or not. Indemnitees, or any single Indemnitee or combination of Indemnitees, shall not be liable for, and the Undersigned agrees, on behalf of himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, next of

kin, agents, dependents and beneficiaries, and hereby expressly releases Indemnites from any and all such claims.

Undersigned hereby agrees he/she understands and expressly assumes the risk of handling and carrying a firearm, taking part in the course of instruction, and taking part in the activities on the Premises.

Undersigned expressly acknowledges that the provisions of this agreement are intended to be, and shall be, construed as additive to the provisions of Wis. Stat. § 175.60(21) and shall not be construed as a waiver, limitation or impairment of the immunities provided therein.

Undersigned acknowledges and agrees that he/she has read, understands and will at all times abide by all procedures, rules governing the course of instruction and any other rules stated by the Instructor, the owner of the Premises and Wisconsin Carry, Inc. Undersigned further agrees that the Instructor, or Instructors, at any time while Undersigned is undertaking the course of instruction, may, in his/her sole discretion, determine that Undersigned has violated a rule established for the course of instruction or otherwise become a disruption to the Instructor's ability to present the course of instruction and that the Instructor may remove and bar the Undersigned from the course and/or the Premises.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. This agreement shall be governed by the law of Wisconsin.

Undersigned also expressly acknowledges that the course of training provided is intended to fulfill the training requirements of Wis. Stat. § 175.60, that Wisconsin Carry, Inc. and Instructor have attempted to the best of their ability to provide a course of training that fulfills the training requirements of Wis. Stat. § 175.60, but that neither Wisconsin Carry, Inc., the Instructor nor the owner of the Premises can guarantee that the Wisconsin Department of Justice will accept the course of training as satisfaction of the requirements of Wis. Stat. § 175.60.

**I certify that I am not a fugitive from justice, or under indictment. Also, I have not been convicted, true found, or arrested for a felony offense. I am not currently on formal, informal, or summary probation/parole for any reason. I am not subject to a court or administrative order prohibiting me from possessing a firearm. I am not currently under the influence of an over-the-counter or prescription drug that would impair my judgment or physical ability to safely operate a firearm (real or simulated). Finally, I am not currently under adjudication or under any Court's jurisdiction for mental incompetence.**

**Intitials required here: \_\_\_\_\_**

This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs, agents, dependents, beneficiaries and next of kin.

UNDERSIGNED: \_\_\_\_\_

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

DATE: \_\_\_\_\_