



**SPECIAL ACTIVITY GROUP WAIVER
EACH PARTICIPANT MUST SIGN**

**WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS
AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK**

(Group Name) _____, in addition to the use of the shooting range facilities, wishes to conduct a special activity on the premises of, and using the facilities of **Range29, LLC ("Range29")** d/b/a **Homestead Training Center ("HTC")** on facilities owned by **South Range, LLC ("South Range")** (collectively, the "activities" and "the Range"), as more fully described here:

Detailed description of **Special Activity**: _____

ACKNOWLEDGE FOR MYSELF AND ALL UNDERSIGNED THAT FIRING, USE, DISPLAY, CLEANING OR ANY HANDLING OF FIREARMS IS STRICTLY PROHIBITED DURING THE SPECIAL ACTIVITY, EXCEPT ON DESIGNATED RANGES UNDER THE SUPERVISION OF RANGE PERSONNEL.

Date(s) of the **Special Activity**: From _____ to _____

Number of participants in **Special Activity**: _____ adults _____ minors

The undersigned, AND EACH MEMBER OF (Group Name) _____, being above the age of 18 years (or, if a minor, is accompanied by a parent or guardian who co-signs below) as part of the consideration for the right to engage in the Special Activity and enter onto and use the facilities does hereby voluntarily enter into this WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK and hereby consents and agrees that:

- 1. Acknowledgment of Danger.** I acknowledge that engaging in **Special Activity** may carry with it inherent dangers. I further acknowledge that no matter what precautions the Range may take and no matter what precautions I may take, including but not limited to wearing of various types of protective gear (including mandatory hearing and eye protection), that **I or others could experience serious and/or catastrophic injuries, and/or death.** I further acknowledge that my personal equipment and other property may also be damaged or destroyed.
- 2. Causes.** The inherent risks and dangers of the activities at the Range may be caused by, among other things, the negligence of the owners, operators, employees, officers, volunteers or agents of the Range; the negligence of other participants; my own negligence; the forces of nature; or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes and cannot by any means be entirely prevented or predicted.
- 3. Personal Responsibility.** I will carefully inspect the areas which I intend to use and will not enter any area the Range, or use any equipment, unless I have first determined to my personal satisfaction that it is safe to do so. I will take special care to make myself aware of other people around me, including participants, staff and spectators, and will take care to avoid injury to them while also taking such measures as may be required to ensure the safety of myself and my party. I do not, therefore, rely upon the Range to provide or ensure a safe environment. I have not sought nor have I been given any further assurance of safety from anyone at the Range, other than what appears in this Agreement.
- 4. Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature involved with the **Special Activity, including but not limited to causing death or serious bodily injury** to me and others, and causing damage(s) to property. By choosing to participate in these activities I hereby knowingly assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct (including omissions) of the Range and any of its owners, agents, officers, volunteers, employees of any of them, or by any other person.

5. I Will Follow the Rules. I certify that I am in sufficient physical and mental condition to engage in the **Special Activity** on this range. I swear that I have read and understand, and I agree to strictly abide by and comply with the rules of Range (as provided by both Range29 and South Range) and will follow the direction of its staff and volunteers at all times. I further acknowledge that any staff member or volunteer designated by the range may, at any time, take possession of any firearm or other equipment I bring onto the range for their inspection. I further understand that any observed infraction by me or my party of any rule or common safety rule could subject me and/or my guest(s) to summary ejection from the Range, with all fees forfeit by me.

6. Minors. The signature of a minor and one of his parents or legal guardian binds the minor and his family. Any minor unaccompanied by a parent or guardian who has not previously signed this release will be denied access to the Range.

7. Waiver, Release of Liability, Discharge, Covenant Not to Sue and Hold Harmless. I hereby agree to indemnify, without qualification or limitation, Range29 and South Range, and each successor, assignee, owner, shareholder, director, officer, employee, volunteer, agent, representative, attorney, independent contractor, subsidiary, and/or affiliate and each and every person who acted by, through, under or in connection with any of them (collectively, "Released Parties") and covenant to defend and hold each of the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this Agreement.

I further hereby voluntarily, unconditionally and irrevocably agree not to sue and further voluntarily, unconditionally and irrevocably agree to release, waive and discharge each of the Released Parties from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may in any way in relate to or arise from my activity at the Range whether caused or contributed to, in whole or in part, by the negligence of any the Released Parties. I specifically understand that I am agreeing not to sue or otherwise initiate legal, equitable or similar action, or to otherwise file a complaint or other action for controversy resolution, or otherwise seek recovery of losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, anticipated or unanticipated, fixed or contingent, including, without limitation, wrongful death and any and all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the Range's premises and/or facilities.

I fully understand that, by signing the WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK, I am releasing, discharging and waiving any claim or cause of action that I may have presently or in the future against any of the Released Parties arising from activity at the Range

8. Severability, Choice Venue, Choice of Law, Jury Waiver. Any provision of this contract which may be legally unenforceable shall be ineffective only to the minimum extent unenforceable without invalidating the remaining provisions of this contract. Any dispute arising under this WAIVER, RELEASE OF LIABILITY, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS AGREEMENT AND ACKNOWLEDGMENT OF ASSUMPTION OF RISK shall be resolved in a court of competent jurisdiction within Miami-Dade County Florida (to which personal jurisdiction the undersigned submits), and shall be subject to the laws of the State of Florida without reference to any choice of law regime. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERE WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT.**

9. Binding upon Heirs, Successors and Assigns. I understand and intend that this contract binds my heirs, executors, administrators, personal representatives, successors and assigns, as well as myself.

