

PHOENIX TACTICAL SOLUTIONS

PARTICIPANT AGREEMENT, RELEASE & ACKNOWLEDGEMENT OF RISK

In consideration of the services of Phoenix Tactical Solutions (hereinafter referred to as "PTS"), their principals, representatives and agents, Participant hereby agrees to release and discharge PTS on behalf of himself, his children, his parents, his heirs, assigns, personal representatives and estate as follows:

1) Participant acknowledges that firearm's training at a shooting range entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to him, to property, or to third parties. Participant understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include but are not limited to: Participation may result in the undersigned or third parties being shot by a firearm; suffering injury, death; hearing loss; eye injury or loss; mental distress; inhalation or contact with airborne contaminants and/or flying debris. Furthermore, PTS representatives have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of participant's fitness or abilities they may give inadequate warnings or instructions, and the equipment being used or rented might malfunction.

2) Participant expressly agrees and promises to accept and assume all of the risks existing in this activity. Participation in this activity is purely voluntary and Participant elects to participate in spite of the risks.

3) Participant hereby and voluntarily releases, forever discharges and agrees to indemnify and hold harmless PTS from any and all claims, demands or causes of action, which are in any way connected with participation in this activity or use of PTS equipment or facilities, **including any such claims which allege negligent acts or omission of PTS.**

4) Should PTS or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, Participant agrees to indemnify and hold PTS harmless for all such fees and costs.

5) Participant certifies that adequate insurance exists to cover any injuries or damages that may occur or be suffered while participating, or else Participant agrees to bear the costs of such injury or damage personally. Participant further certifies that he has no medical or physical conditions which could interfere with his safety in this activity, or else Participant is willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6) Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled solely and exclusively by binding arbitration in the State of California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute ("JAMS"), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulation) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this matter in lieu of any action at law or equity; provided however, that nothing in this subsection shall be construed as precluding the bringing of an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. If for any reason this arbitration clause becomes not applicable, then each party, to the fullest extent permitted by applicable law, hereby irrevocably waives all right to a trial by jury as to any issue relating hereto in any action, proceeding, or counterclaim arising out of or relating to this Agreement or any other matter involving the parties hereto.

7) In the event that Participant files a lawsuit against PTS, he agrees to do so solely in the State of California, and Participant further agrees that the substantive law of the State of California shall apply in any such action without regard to the conflict of law rules of that state. Participant agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

8) Participant expressly agrees that he will pay for any and all damages that may occur during participation with PTS. This includes, but is not limited to equipment, including but not limited to: guns, stalls, target hangers, wires, lights, walls and floors.

By signing this document, Participant acknowledges that if anyone is hurt or property is damaged during his participation in this activity, Participant may be found by a court of law to have waived his right to maintain a lawsuit against PTS on the basis of any claim from which I have released them herein.

Participant hereby voluntarily releases, forever discharges, and agrees to indemnify and hold harmless PTS from any and all claims, demands, or causes of action which are in any way connected with his participation in this activity, including any such claims which allege negligent acts or omissions of PTS. Should PTS or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to hold them harmless for all such fees and costs.

Signature: _____ Date: _____

Print name: _____

Phone: _____ e-mail: _____

Emergency contact: _____ Relationship: _____

Emergency contact phone: _____

Witness signature: _____ Date: _____

Print witness name: _____

Parent's or Guardian's additional indemnification (must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) "Minor" being permitted by PTS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless PTS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian signature: _____ Print: _____ Date: _____