



LIABILITY WAIVER AND COVENANT NOT TO SUE

On this ____ day of _____, 20____ (“Effective Date”) the individual listed below herein after referred to as “Participant” entered into this *Liability Waiver and Covenant Not to Sue* (“Waiver”) with Evolution Ordnance and Consulting LLC, DBA: Evolution Training Solutions, LLC, a Pennsylvania Limited Liability Company (“ETS”) whose principal office is in Clarks Summit, Pennsylvania and _____ (“Facility”), using the Property located at _____ (the “Property”) (collectively referred to as the “Released Parties”).

1. In consideration for the Released Parties allowing Participant to enter and use the Facility for the limited purpose of participating in the course(s) instructed by ETS, Participant enters into this Waiver and agrees to the following:
2. **WAIVER OF NEGLIGENCE – BY ENTERING INTO THIS AGREEMENT YOU, THE PARTICIPANT AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES THAT MAY ARISE IN THE COURSE OF THE ACTIVITIES CONTEMPLATED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES SUSTAINED AND/OR DAMAGES TO PERSONAL PROPERTY WHICH OCCUR DURING THE EVENT(S) COVERED BY THIS WAIVER, WHETHER SUCH LOSS OCCURS DURING OR FOLLOWING SAID EVENT(S).**
3. Participant acknowledges that using firearms is an **INHERENTLY DANGEROUS ACTIVITY** which may cause **SEVERE INJURY AND DEATH**. Participant **ASSUMES THE RISK** in participating in and/or acting as a spectator of live fire, Non-Lethal Training Ammunition (“NLTA”) training, and related activities on the Facility. **The inherently dangerous activities include but are not limited to:** Live fire, which may result in hearing damage or loss, being hit by bullets from your own weapon, other participants’ weapons, the Released Parties’ weapons, catastrophic weapon failures, fragments from targets, ricochets, intermediate barriers such as wood, auto glass, plastic, brass, metal, vehicles, steel targets, and other debris created by bullets impacting objects, berms, or the ground, which may cause severe bodily injury or death; Use of NLTA which includes being intentionally shot with NLTA by yourself, the Released Parties, and other participants, such activities may result in loss of vision, paralysis, punctures, abrasions, bruising, lacerations, severe bodily injury and even death; Use of NLTA weapons and weapon parts, such guns and bolts, as well as personal protective equipment, whether provided by Participant or provided by the Released Parties, for use during the event which may break or fail during use causing severe bodily injury or death; Use of vehicles, including aircraft, both in operable and inoperable conditions, that may result in intentional and unintentional collisions with other vehicles, participants, and other objects resulting in severe bodily injury or death; Moving and shooting (both live ammunition and NLTA) through low-light or no-light areas, during severe heat, cold, rain, snow, fog, smoke, and other severe weather conditions, uneven terrain, structures, and shoot-houses

whether permanent or temporary construction, fixed, movable, and/or collapsible which may collapse or otherwise fall on Participant, and ranges where obstructions may be obscured or dangerous conditions concealed from view; Participating in aggressive physical contact with other participants and the Released Parties either intentionally or unintentionally in self-defense or offensive scenarios or drills; Participating in simulated medical care which may include use of simulated blood, use of tourniquets on limbs, use of adhesive chest seals, use of latex gloves that may cause allergic reactions, use of carries and or litters that may result in Participant being dropped or Participant being injured in the process of lifting, carrying, or moving other participants, the Released Parties, or heavy objects. Participating in live fire or NLTA with simulated injuries which may include restriction of use of hands, feet, and limbs. Use of explosives including but not limited to detonation cord, breaching charges, flash-bangs, fragmentation grenades, and chemical agents such as CS gas, OC spray, and smoke, bean bag rounds, tasers, and other less than lethal weapons and devices. Participating in K-9 training that may result in dog bites, mauling, rabies, and related injuries or death.

4. Participant hereby RELEASES the Released Parties from any and all liability for any damages or injury of any kind Participant may incur or suffer to Participant's property in connection with entering the Facility for all purposes, including but not limited to, live fire and NLTA and/or less-than-lethal force-on-force activities.
5. Participant WAIVES any right to and covenants to never bring any cause of action against the Released Parties resulting from any event that results in any injury or damage to Participant or Participant's property while on the Property against the Released Parties, their heirs, assigns, agents, officers, members, managers, employees, independent contractors, or insurance providers.
6. Participant agrees that this Waiver binds Participant's agents, employees, heirs, and assigns forever.
7. Participant acknowledges that it accepts entry to the Property "AS IS" and that the Released Parties have no duty to inform Participant of any condition on the Property that may be a hazard to Participant and/or Participant's property, including but not limited to livestock, uneven ground, domestic animals, wild animals, structures, unstable walls and floors, broken glass, vehicles that may have sharp exposed or concealed metal, and/or plastic debris, partially buried hazards, and machinery.
8. Participant agrees to treat the Property with respect and shall not leave any trash on the Property, intentionally damage the Property, or act in a non-courteous manner to any residents, staff, or other guests.
9. Participant understands that Participant's access to the Property is limited to the areas necessary for entry and exit on and off the Property, travel to and from the designated live fire range area, other designated training areas, and only on the dates of the event.
10. Participant understands that Participant may only discharge firearms under the supervision of the Released Parties' staff present at the times designated by such staff. Participant shall not discharge any firearm in any other area of the Property or in an unsafe direction such as over any berm or constructed backstop or in the direction of any structure, vehicle, human, or animal, other than those designated as targets as part of the course of instruction.
11. Participant agrees to INDEMNIFY AND HOLD HARMLESS the Released Parties from all claims of any kind resulting from Participant's use of the Property whether such damage or

injury leading to such claims stems from Participant's or any third-party's negligence, gross negligence, and/or intentional act.

12. Participant agrees that his/her image may be used in, including but not limited to, photographs, video, and livestream by the Released Parties for any purpose, including business purposes, and Participant waives any rights related to such use including any pecuniary interests in such. **If Participant REQUIRES the Released Parties to blur, blackout, or otherwise conceal the identity of Participant for any reason, Participant must sign here:** _____ . Inadvertent publishing of such by ETS shall not constitute a breach of this Waiver or provision by ETS.
13. Participant may photograph and video record portions of the course for their own use, but may not republish such on social media or in any other format without the prior written consent of ETS.
14. Participant agrees to not use any instruction or course material provided by ETS for their own financial gain and acknowledges that disclosure of such by ETS to Participant does not constitute a license to use any such information for business purposes.
15. Participant agrees that this Waiver is governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. Venue for any dispute arising out of this Waiver shall be brought exclusively in the courts of Lackawanna County, Pennsylvania, regardless of what jurisdiction in which course is conducted.
16. This agreement constitutes the sole and entire agreement between the Released Parties and the Participant.

Agreed to by Participant on the Effective Date:

Printed Name

LE Agency/Concealed Weapons Permit No. and State

Signature

Emergency Contact Name and Phone Number

Date

Medical Conditions

Course Name