

HIGHLANDS RANCH LAW ENFORCEMENT TRAINING FOUNDATION

WARNING

ASSUMPTION OF RISKS

**RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS,
INDEMNIFICATION AND COVENANT NOT TO SUE**

RISKS AND CONSEQUENCES

I hereby acknowledge and agree that I and/or my minor child or children or minors for whom I am a “parent” within the meaning of C.R.S. § 13-22-107(2)(b) (person with guardianship or legal custody of, or a legal representative, physical custodian or responsible person for a minor) (hereinafter referred to as “wards”) are being permitted to use the facilities of the Highlands Ranch Law Enforcement Training Foundation (hereinafter referred to as the “Foundation”), which facilities are not available to the general public, for purposes of: Civil Air Patrol

_____ ,
with no consideration given to the Foundation by me other than my execution of this agreement. I understand that there are serious inherent risks and consequences to me and others in the use of firearms and shooting ranges and participating in firearms instruction as well as the use of the physical fitness testing facilities which risks and consequences include, but are not limited to, death, injury, illness, loss of hearing and loss of eye sight as a result of, among other things, being shot, being hit by ricochets, firearm failures resulting in explosions, poisoning by lead, toxic vapors or other gasses or materials, high noise levels, gunshot flashes, slippery, loose or falling soil or rocks, unimproved, unmaintained or uneven terrain, walkways, steps and roads, and running, jumping or climbing over a wall, maneuvering under an obstacle, or dragging a heavy object. Observers are also subject to such risks and consequences. Participants or observers who are pregnant also are exposing the unborn child to these risks and consequences. I also understand that these consequences may arise from gross negligence, negligence or carelessness of myself or others utilizing the facilities of the Foundation, or even the gross negligence, negligence or carelessness of the Foundation or its directors, officers, employees, agents, instructors, contractors or volunteers.

I further acknowledge and understand that the Foundation makes no warranty as to the design, manufacture, maintenance, condition or fitness for a particular purpose of any shooting range or other facilities of the Foundation (the shooting ranges, physical fitness testing facilities and all other facilities are hereinafter referred to as the “Facilities”), or of any equipment, including, but not limited to, firearms, ammunition, eye/hearing protection or first aid supplies (“Equipment”), whether provided by the Foundation or others. I acknowledge that I or my minor children or wards are not being provided with any Equipment by the Foundation, nor is any employee, agent or representative of the Foundation providing any instruction regarding this event.

WAIVER OF PARTICIPANT AND/OR OBSERVER

With full understanding of the risks and consequences, and in consideration of my being permitted to enter upon the Foundation property and use and participate in or observe activities at the shooting ranges and other Facilities, I accept and assume such risks, whether known or unknown, and waive and release the Foundation from any and all claims, completely and without reservation, including,

without limitation, claims based upon negligence, that I or my Estate, heirs or any person claiming under me may have against the Foundation and its directors, officers, employees, agents, instructors, contractors or volunteers, for death, injuries or damages that I may sustain as a result of the use of the Facilities or the participation in or observance of any shooting or other activities at the Facilities or use of the Equipment.

I also waive and release the Foundation from any and all claims, completely and without reservation, including, without limitation, claims based upon negligence, that I may have against the Foundation and its directors, officers, employees, agents, instructors, contractors or volunteers, for death, injuries or damages suffered by my spouse, my minor children or my wards as a result of the use of the Facilities or the participation in or observance of any shooting or other activities at the Facilities or use of the Equipment.

WAIVER ON BEHALF OF MINOR OR WARD

With full understanding of the risks and consequences, and in consideration of my minor children and/or wards being permitted to enter upon the Foundation property and use and participate in or observe activities at the shooting ranges and other Facilities, I, on behalf of my minor children or my wards participating in or observing shooting activities, hereby accept and assume such risks, whether known or unknown, and waive and release the Foundation from any and all claims, completely and without reservation, that my minor children or my wards may have against the Foundation and its directors, officers, employees, agents, instructors, contractors or volunteers, for death, injuries or damages he/she/they may sustain as a result of the use of the Facilities or the participation in or observance of any shooting or other activities at the Facilities. This waiver is knowing and informed, and made in accordance with C.R.S. § 13-22-107. I have had the opportunity to read this waiver and ask any questions or raise any concerns I might have about same.

INDEMNIFICATION/HOLD HARMLESS/PROMISE NOT TO SUE

I, on my behalf and on behalf my executors, personal representatives, administrators, agents, assigns, heirs or next of kin, also hereby release and forever discharge and agree to hold harmless, indemnify and covenant not to sue the Foundation and its directors, officers, agents, employees, instructors, contractors and volunteers from and for any claim, demand, damages, expenses, causes of action, attachments of property or liability of any kind whatsoever arising out of or relating to any or all of the following:

- a) Any injury, loss, disability or death to myself or others as a result of my entering on the Foundation property and participating in or observing shooting or other activities at the Facilities;
- b) Any injury, loss, disability or death to my minor children, my wards or my spouse, as a result of his/her/their entering on the Foundation property and participating in or observing shooting or other activities at the Facilities; and
- c) Any injury, loss, disability or death to any other person as a result of the actions of myself, my minor children, my wards or my spouse in entering on the Foundation property and participating in or observing shooting or other activities at the Facilities.

This indemnification, hold harmless and promise not to sue applies even if such claims, demands, damages, expenses, causes of action, attachments of property or liability result partially or wholly from any action or acts, whether negligent, grossly negligent or intentional by the Foundation or any

of its directors, officers, employees, agents, instructors, contractors or volunteers, including, but not limited to, the rendering or refusing to render first aid or rescue operations or procedures. This indemnification and hold harmless obligation includes attorneys fees and costs incurred by the Foundation in the defense of any action covered by this section.

CONSENT TO MEDICAL TREATMENT

I also hereby consent to receive medical treatment for any injury, accident or illness sustained by me or my minor children or my wards during or as a result of the activities at the Facilities, but I understand and agree that the Foundation, its directors, officers, employees, agents, instructors, contractors or volunteers shall have no obligation, legal or otherwise, to provide such medical treatment.

ADDITIONAL AGREEMENTS

I hereby acknowledge and agree that I have read this instrument, that I fully understand and agree to its terms, and that I am executing this instrument freely and voluntarily. I also understand and agree that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument, or any part of a provision, is held invalid or otherwise unenforceable, the remaining provisions and parts thereof shall continue to be in full force and effect.

I acknowledge and agree that the provisions hereof shall be enforced and interpreted under the laws of the State of Colorado and that any action or proceeding brought in relation to or arising out of the activities referred to herein shall be brought in the courts in the Counties of Douglas or Arapahoe of the 18th Judicial District of the State of Colorado.

This Assumption of Risks, Release and Waiver of Liability, Hold Harmless, Indemnification and Covenant Not to Sue binds me and my executors, personal representatives, administrators, agents, assigns, heirs and next of kin.

Please print legibly:

Name of Participant

Signature

Name of Parent or Guardian

Signature

(REQUIRED if Participant is under 18)

DATED: _____