



Elite Armory Plus, Inc., 7601 W. 11th St., Tracy, CA 95304

## Release and Hold Harmless Agreement

I, (print your full name) \_\_\_\_\_ presently residing at (address - NO PO Box)  
\_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip)  
\_\_\_\_\_ being above the age of 18 and (if applicable) the LEGAL guardian of the Minor(s) listed in this agreement, on behalf of myself and the Minor(s) and in consideration of use of the facilities, any and all equipment and services of the Elite Armory Plus, Inc. (Range), do hereby enter into this Release and Hold Harmless Agreement (Agreement) on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ and any and all future dates, and consent and agree that:

\_\_\_\_\_ (Initials) I represent that I have never been convicted of a felony in any of the 50 United States or its territories, nor have I been dishonorably discharged from any branch of the United States Military. California law prohibits any person convicted of a felony to be present in any environment where firearms are present, I further represent that I am LEGALLY allowed to POSSES a firearm.

\_\_\_\_\_ (Initials) I represent that I am experienced and skilled in the proper handling, loading, use and discharge of all firearms and ammunition I intend to use at the RANGE. I understand that the RANGE is specifically relying on the truth of my representations concerning my experience with firearms, in permitting me to make use of the RANGE. I also understand that if I am in any way unfamiliar with the proper handling, loading, use and/or discharge of firearms or ammunition which I intend to use at the RANGE, the Range may provide me, at my expense, instruction in the proper handling, loading, use and discharge of such firearms and ammunition. In the event that I cause an injury to myself or another person, or their property, I AGREE TO INDEMNIFY AND HOLD HARMLESS ELITE ARMORY PLUS, INC., ITS PARENT COMPANY, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIM(S) FOR INJURIES, DAMAGES, ETC OR DAMAGES BROUGHT BY THAT INJURED PERSON AS A RESULT OF MY ACTS OR OMISSIONS and/or the Range's and/or employees acts or omissions WHETHER NEGLIGENT OR OTHERWISE.

\_\_\_\_\_ (Initials) Furthermore, I agree that I may be held financially liable for any damages that may be caused to the Range above and beyond any normal wear and tear that is to be expected with general use of the Range which would include any items not intended to be shot. These items may include but are not limited to the shooting stall ballistic dividers, electronic retrievers, lighting, cameras, etc.

\_\_\_\_\_ (Initials) In consideration of the acceptance of my application to use the RANGE, which use includes, but is not limited to, the use and discharge of firearms at the RANGE, the use and discharge of rental firearms provided by the RANGE and the services and training by employees of the RANGE, I ON BEHALF OF MYSELF, AGENTS, ASSIGNS, HEIRS, SURVIVORS, EXECUTORS, ADMINISTRATORS, etc, HEREBY AND FOREVER RELEASE AND DISCHARGE ELITE ARMORY PLUS, INC., Next Level Properties, Inc., EMPLOYEES, AGENTS, OWNERS, CORP OFFICERS, ETC,, AND ASSIGNS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS OR CAUSES OF ACNON THAT I MAY HEREAFTER HAVE FOR INJURIES, ILLNESSES, DEATH AND/OR DAMAGES ARISING OUT OF MY USE OF THE RANGE OR MY PRESENCE ATTHE RANGE, INCLUDING BUT NOT LIMITED TO, LOSSES CAUSED BY (1) THE NEGLIGENCE OF ELITE ARMORY PLUS, INC., AND/OR IT'S EMPLOYEES, AGENTS OR ASSIGNS, OR (2) RICOCHETS OF BULLETS OR BULLET FRAGMENTS, OR (3) THE ACTS OR OMISSIONS OF THIRD PARTES, OR (4) HIDDEN, LATENT, OR OBVIOUS DEFECTS OF THE RANGE FACILITES, INCLUDING BUT NOT LIMITED TO, THE BULLETRAPS AND THE ASSOCIATED COMPONENT PARTS OF THE RANGE,



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\_\_\_\_ (Initials) I understand and acknowledge that the RANGE is a location in which firearms discharge deadly ammunition. I further understand that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I further understand that the RANGE is an indoor shooting facility which utilizes a series of component parts, including a bullet trap to decelerate discharged ammunition, however, I understand that these component parts and bullet traps of the RANGE DO NOT, IN EVERY INSTANCE, CONTAIN BULLETS OR BULLET FRAGMENTS AND HAS BEEN KNOWN TO CAUSE RICOCHETS WHICH COULD CAUSE SERIOUS PERSONAL INJURY OR DEATH and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH SUSTAINED WHILE USING THE RANGE INCLUDING but not limited to (1) THE RISK OF NEGLIGENCE OF ELITE ARMORY PLUS, INC., Next Level Properties, Inc., It'S EMPLOYEES, AGENTS AND/OR ASSIGNS, (2) RICOCHETS OF BULLETS OR BULLET FRAGMENTS, OR (3) THE ACTS OR OMISSIONS OF THIRD PARTIES, OR (4) OBVIOUS, HIDDEN OR LATENT DEFECTS IN THE RANGE FACILITIES, INCLUDING BUT NOT LIMITED TO, THE BULLET TRAPS AND THE ASSOCIATED AND COMPONENT PARTS OF THE RANGE, I further agree that oral representations, statements, or inducement apart from the foregoing written Agreement have been made and that any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged as well as an Elite Armory Plus corporate officer.

\_\_\_\_ (Initials) I acknowledge that I am in sufficient physical and mental condition to engage in sport shooting on this range. I further acknowledge that I am not under the influence of any alcohol or drug that may impair my physical or mental condition.

\_\_\_\_ (Initials) I have made an independent evaluation of the risks associated with my use of the RANGE AND I UNDERSTAND THAT I MAY CONSULT WITH MY ATTORNEY CONCERNING THIS AGREEMENT and based thereon prior to use of the RANGE, I RE-AFFIRM MY ASSUMPTION OF ANY AND ALL RISKS INCLUDING BUT NOT LIMITED TO THE RISKS SET FORTH ABOVE and I hereby indemnify, without qualification or limitation, hold harmless any and all parties or companies associated with Elite Armory Plus, Inc. I understand I must carefully read and understand the RANGE RULES set forth in the documents entitled "RANGE RULES", and that my signature below signifies that I have read and understand these rules and agree to follow and abide by each rule. I understand that eye protection, in the form of safety glasses and hearing protection are mandatory and are available for purchase. THE PARTIES HERETO ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT.

Shooters Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

I \_\_\_\_\_ (print name) being above the age of 18 years, sign as the LEGAL guardian for the Minor child(ren) under the age of 18 years listed here (print all names)

Minor #1 \_\_\_\_\_ Minor #2 \_\_\_\_\_

Minor #3 \_\_\_\_\_ Minor #4 \_\_\_\_\_

A photocopy of the parent or LEGAL GUARDIANI valid, government issued, picture ID must be attached to this form for ANY minor if parent or legal guardian is not present.