

GENERAL RELEASE AND LIABILITY WAIVER

I hereby acknowledge that I have voluntarily elected to observe and/or participate in the use of firearms, including machine guns, and explosive material, including but not limited to dynamite / C4 / binary HE, at Washington County Tactical Range. **As lawful consideration** of being permitted to observe and/or participate in the use of firearms and explosive material at Washington County Tactical Range and to use the firearms (including machine guns) and explosive material owned by WCMG LLC, I, on behalf of myself, my heirs, legal representatives, next of kin, successors and assigns acknowledge the following provisions:

1. I understand that I will be observing and/or participating in the use of firearms, including machine guns. These firearms shoot/discharge live ammunition.
2. I understand that I will be observing and/or participating in the use of explosive material, including but not limited to dynamite / C4 / binary HE.
3. The use of and/or observation of the use of firearms and explosive material is a dangerous and hazardous activity.
4. I understand that in addition to myself, other individuals may be observing and/or participating in the use of firearms and explosive material at the same time.
5. I understand that by observing and/or participating in the use of firearms and explosive material, there is an inherent risk of damage to my personal property.
6. I understand that by observing and/or participating in the use of firearms and explosive material, there is an inherent risk of personal injury, disfigurement, permanent disability and/or death.

Based on the foregoing statements, intending to be bound, I voluntarily make and agree to the following representations on behalf of myself, my heirs, legal representatives, next of kin, successors and assigns:

1. I am fully aware of all of the risks associated with observing and/or participating in the use of firearms and explosive material and that this includes **damage to property, personal injury, disfigurement, permanent/temporary disability and/or death**. I understand that by signing this General Release and Liability Waiver, I am voluntarily ASSUMING THE RISKS associated with observing and/or participating in the use of firearms and explosive material.
2. I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND COVENANT NOT TO MAKE ANY CLAIM against Washington County Tactical Range, its employees, principals, owners, officers, directors, members, agents, legal counsel, advisors and property (collectively, "Releasees") for liability as a result of any **property damage, personal injury, disfigurement, permanent/temporary disability and/or death** that results from the active and/or passive negligence of the Releasees while I am observing and/or participating in the use of firearms and explosive material on the property of Washington County Tactical Range.
3. I hereby agree to INDEMNIFY the Releasees and to SAVE AND HOLD HARMLESS the Releasees from any claim, loss, liability, damage or cost, including attorneys' fees, court costs, expert/consultant fees and administrative costs that the Releasees may incur or be subject to due to any action/omission of mine while I observe and/or participate in the use of firearms and explosive material, whether caused by the Releasees' active or passive negligence. My agreement to INDEMNIFY and HOLD HARMLESS the Releasees extends to and covers any claims for damage to property, personal injury, disfigurement, permanent/temporary disability and/or death made by other individual(s) observing and/or participating in the use of firearms and explosive material that is caused by my actions/inactions on the property of Washington County Tactical Range.
4. I agree that there are no verbal promises, representations or agreements between myself and the Releasees made with respect to the contents of this GENERAL RELEASE AND LIABILITY WAIVER. I further agree that there are no written promises, representations or agreements between myself and the Releasees that are not included in this GENERAL RELEASE AND LIABILITY WAIVER.
5. In the event that any part of this GENERAL RELEASE AND LIABILITY WAIVER is found to be invalid, then the section determined to be invalid shall be severed from the remainder of this GENERAL RELEASE AND LIABILITY WAIVER which shall remain operative and in effect.
6. In the event that there is any dispute regarding the nature and/or content of this GENERAL RELEASE AND LIABILITY WAIVER, it shall be governed by the laws of the Commonwealth of Pennsylvania. The venue for any such dispute shall be the Court of Common Pleas of Washington, County, Pennsylvania.
7. In the event of personal injury, I give consent to whatever medical care may be provided and/or available on the property. I acknowledge that due to the dangerous and hazardous nature of the use of firearms and explosive material, immediate, advanced medical care may be required and that the Releasees are not trained, certified or equipped to render such level of care.
8. By signing this waiver, you hereby give us **non-revocable permission to capture your image** and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "Images"). You acknowledge that we will own such Images and further grant us permission to copyright,

display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to our business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. You further waive any right to inspect or approve the use of the Image by us prior to its use. You forever release and hold us harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

9. The range may not to be used for any non-sanctioned commercial activity including any type of commercial filming. Any photographs or video taken may not be used for any commercial purposes including for-profit social media sites, such as, but not limited to YouTube, Twitter, Facebook, etc.
10. I have read and understand all of the Rules and Procedures of Washington County Tactical Range. I am aware that any failure to adhere to these Rules and Procedures shall be grounds for immediate expulsion.
11. **COVID RELEASE AND WAIVER.** In consideration for observing and/or participating at Washington County Tactical Range, I, being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, Washington County Tactical Range / WCMG LLC) from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation at our range or any travel related thereto. I promise not to sue Washington County Tactical Range / WCMG LLC for any of the foregoing.
12. I warrant that I have **read and understand** all of the statements in this GENERAL RELEASE AND LIABILITY WAIVER. I am under no compulsion to sign this GENERAL RELEASE AND LIABILITY WAIVER and do it of my own free, voluntary will. All of the statements made herein are true and correct. I understand that the **Releasees rely on these statements** in order to allow me to observe and/or participate in the use of firearms and explosive material.



By signing below I'm indicating that I'm at least 18 years old.

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

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Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

Print Name: _____ **Signature:** _____ **Date:** _____

(____) I am the parent and/or legal guardian of the person below who is between 16 and 18 years old.

1st Minor Name: _____ **Age:** _____ **2nd Minor Name:** _____ **Age:** _____