

ACKNOWLEDGMENT, RELEASE AND HOLD HARMLESS AGREEMENT FOR USE OF USSA FACILITIES

In order to utilize the facilities at the United States Shooting Academy (“USSA”), I, _____, in consideration of the right to enter and use the facilities and services of USSA, do enter into this Acknowledgement, Release and Hold Harmless Agreement (“Agreement”), and do hereby consent and agree as follows:

1. I acknowledge that engaging in target shooting and the firearm training activities conducted at USSA are dangerous activities. I am fully informed and understand that these risks, hazards and dangers include the risk of serious bodily injury, including permanent disability, paralysis and death, as well as damage to property. I engage in these activities voluntarily and at my own risk.

2. I acknowledge and represent that I am familiar with the significant risks and dangerous nature of these activities and hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others, and without limitation or qualification.

3. I acknowledge that at the time of signing this Agreement I am of sufficient physical and mental condition to engage in target shooting and/or firearms training activities at USSA.

4. I agree that USSA, or any representative thereof, may, but has no duty to, provide to me with first aid, or through medical personnel of their choice, medical or training assistance, transportation, and emergency medical services if I am injured at USSA. This consent does not, however, impose an affirmative duty upon USSA to provide such assistance, transportation or services. I agree to be solely responsible for all medical expenses incurred in connection with my association with USSA and/or my use of USSA’s facility. I understand that I may be unattended and unsupervised, and medical attention may be hours away, if any. I understand I may die without getting any medical attention, by getting improper attention, and/or not being evacuated promptly, or at all.

5. In consideration for utilizing USSA’s services and/or facilities, I do on behalf of myself, my heirs, executors, administrators and assigns, release, waive, discharge and covenant not to sue USSA, its successors, officers, employees, agents, representatives, contractors, subsidiaries and affiliates and each person acting by, through, under or in concert with any of them (hereinafter referred to as “Released Parties”) with regard to any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence or gross negligence of the Released Parties or otherwise, while participating in any target shooting or firearms training activities, or while upon USSA’s premises where the activities are being conducted.

6. I shall indemnify, without qualification or limitation, the Released Parties, and shall defend and hold the Released Parties harmless from any and all claims, causes of action, demands or charges of every kind (including attorney's fees and costs) which any party may claim to have for property damage or personal injuries or any other damages, including death, arising from any cause or reason of every kind pertaining to or referring to or relating to: (1) my use of USSA's facilities; (2) my activities on the USSA facility; (3) any training I receive from USSA; and/or (4) my use of any vehicles, assets or materials of USSA.

7. This Agreement shall be construed and interpreted pursuant to Oklahoma law. Neither party shall commence any litigation against the other arising out this Agreement except in the District Court of Tulsa County, Oklahoma. Each party hereby consents to jurisdiction over it by, and exclusive venue in, the District Court of Tulsa County, Oklahoma.

8. In the event any provision of this Agreement is held to be overbroad as written, such provision shall be deemed to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law.

9. By my signature on this application, I state that I have no criminal convictions, am not currently under indictment or prosecution for any offense, and am not wanted for questioning or arrest by any law enforcement or government agency. I further state that I have no history of mental illness or substance abuse. I understand that my training may be terminated at any time during the course if my actions are not deemed appropriate by United States Shooting Academy's staff.

10. I affirm that I have read, understand and agree to be bound by the terms of this Agreement.

EXECUTED this ___ day of _____, 2009.

Signature: _____

Printed Name: _____