

FAST-AZ RELEASE AND LIABILITY WAIVER

PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE DEMONSTRATES YOUR UNDERSTANDING OF AND AGREEMENT TO ALL OF ITS TERMS.

This is an agreement between the undersigned and Palmer Consulting, L.L.C., d/b/a FAST-AZ (hereinafter "FAST-AZ"), entered into on this ___day of _____, 20__.

I, _____ (print first and last name), on behalf of myself, my personal representatives, heirs, next of kin, spouse, and assigns (hereinafter "I") hereby acknowledge and agree to the following:

1. That firearms safety and tactical training is an inherently dangerous activity and involves many risks that may cause serious injury and/or death, due to the dangers resulting from the handling of ammunition and firearms, and including the intentional or accidental discharge of firearms.
2. That acknowledging and understanding these facts, and based on my familiarity with firearms, ammunition, and firearms training programs, and in consideration of FAST-AZ's acceptance of my release and liability waiver, I voluntarily assume the risk and danger of injury or death inherent in some or all of the FAST-AZ firearms training programs. I HEREBY RELEASE, DISCHARGE AND PROMISE NOT TO SUE PALMER CONSULTING, L.L.C., FAST-AZ, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, SPONSORS AND/OR ANY SANCTIONING ORGANIZATIONS (hereinafter "the Releasees"), WHETHER DOING BUSINESS UNDER THEIR OWN NAME OR ANY OTHER NAME, FOR ANY LOSS, LIABILITY, DAMAGE, OR COSTS WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, (INCLUDING DEATH) TO MY PERSON OR PROPERTY CAUSED BY OR ARISING OUT OF MY PARTICIPATION IN ANY FAST-AZ PROGRAM.
3. I hereby release the Releasees from ANY claim that such Releasees are or may be ordinarily negligent in any way related to my participation in any FAST-AZ training program, event, sanctioned activity, or other course or activity including but not limited to firearms training, maintenance, selection, fit or adjustment of firearms, instruction on firearms shooting skills or techniques, or other matters related to or arising from any activity or program offered by FAST-AZ.
4. I hereby indemnify, save, and hold harmless FAST-AZ, its officers, directors, employees, agents, volunteers, sponsors or sanctioning organizations, from and against any loss, liability, damage, or cost any of them may incur arising out of or any way connected to any training program, event, sanctioned activity, or other course or activity related to or offered by FAST-AZ, or any act or omissions by any of its officers, directors, employees, agents, volunteers, sponsors, or sanctioning organizations related thereto.

5. I hereby agree to abide by and follow any instructions given or rules established by FAST-AZ as stated or enforced by its officers, directors, employees, or agents with regard to my participation in any training program, event, sanctioned activity, or other course or activity related to or offered by FAST-AZ, or the use of any equipment or supplies provided by FAST-AZ or its sponsors or sanctioning organizations.

6. I understand that various activities and training exercises conducted by FAST-AZ may be photographed or videotaped, or recorded by other means. As a result, still or moving images of me might be taken, and those images might otherwise appear in promotional or other materials created by or used by FAST- AZ, its officers, directors, employees, or agents. I hereby:

_____ agree and approve of such use, and release FAST-AZ from any liability for such use.

_____ disagree and decline to have any still or moving image of me be used in any way by FAST-AZ.

SIGNATURE OF PARTICIPANT

7. I hereby expressly agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the state of Arizona and is intended to be as broad and inclusive as is permitted by Arizona law, and that in the event that any portion of this agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. I hereby acknowledge that this document is a contract, and that it is integral to my participation in the training program, event, sanctioned activity, or other course or activity related to or offered by FAST-AZ, and I agree that if any lawsuit is filed against Palmer Consulting, L.L.C., FAST-AZ, or its officers, directors, employees, agents, volunteers, sponsors or sanctioning organizations for any alleged injury or damage suffered by me, I will pay all attorneys' fees and costs incurred by any of them in defense of any such action that may be filed.

I HAVE READ THIS RELEASE AND LIABILITY WAIVER. I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS THAT MAY POTENTIALLY BE MADE BY ME OR MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, SPOUSE, AND ASSIGNS AGAINST FAST-AZ. I ALSO UNDERSTAND THAT I HAVE THE RIGHT TO HAVE THIS RELEASE REVIEWED BY AN ATTORNEY AT MY OWN EXPENSE IF I SO CHOOSE PRIOR TO SIGNING IT.

Signed and dated this _____ day of _____, 20____ by

PRINTED NAME OF PARTICIPANT

DATE OF BIRTH

SIGNATURE OF PARTICIPANT

MAILING ADDRESS/PHONE NO.