

AMERICAN FIREARMS SCHOOL, LLC

5 John Dietsch Square, North Attleboro, MA 02763, (508) 695-5869 www.americanfirearmsschool.com

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY

- 1. NOTICE The shooting of firearms ("Firearms Activity") at American Firearms School, LLC (AFS) is a HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY. This agreement prevents you, your heirs, your family members, and legal representatives from recovering or bringing claim against AFS in the event of any injury or death for whatever reason, including and not limited to malfunction of a rented firearm or ammunition, negligence of an instructor, or malfeasance of a customer. This agreement is also meant to protect and release from liability all of the following (who are referred to with AFS as the "Released Parties"): officers, employees, instructors (whether employed or independent contractors), customers, members, attorneys, agents, lenders, suppliers, and all affiliated persons and organizations, INCLUDING SPECIFICALLY THE LANDLORD and it's owners, officers, employees and affiliates, and all successors and assigns. In this agreement, we ask that you provide truthful answers to important questions. Failure to answer honestly may result in civil or criminal sanctions against you.
2. VOLUNTARY PARTICIPATION I verify that I am eighteen (18) years or older and I hereby state that I am voluntarily requested to participate in Firearms Activity at AFS.
3. ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH INHERENTLY DANGEROUS ACTIVITY I understand that Firearms Activity is a dangerous activity in which, as a participant, I may suffer serious bodily, psychological and neurological injury or death, or cause injury to another person or property. Among the possible causes of serious injury or death, even if I am with an instructor are:
A. Exploding or malfunctioning weapons and ammunition, even if rented/purchased from AFS
B. Direct fire or ricochet of a bullet, either from my weapon, a rental weapon, or the weapon of an instructor or customer.
C. Injury or death resulting from a slip, fall, collision, noise, or environmental condition, even if not directly caused by firearms but while I am on the premises.
I understand that injury or death could result from other causes not listed above, and that any event which causes injury or death is covered by this Agreement.
4. NO INSURANCE REQUIREMENT I understand that there is no obligation of AFS or any Released Party to maintain insurance protecting me or any other person engaging in this dangerous activity at AFS. I agree it is not advisable for me to participate in this Firearms Activity if I do not have medical/hospitalization insurance.
5. ASSUMPTION OF THE RISK I am voluntarily participating in Firearms Activity with knowledge of the danger involved and agree to accept any and all risks of damage, injury, or death.
6. SUITABILITY OF PARTICIPANT I promise that I will not participate in Firearms Activity if:
A. I am or will be under the influence of alcohol/drugs/medication during the activity
B. I have pre-existing physical limitations or conditions which may be aggravated or harmed by the activity
C. I do not fully understand or comprehend any rules, restrictions or directions given during the activity
7. CONDITION WHICH MUST BE DISCLOSED ("Yes" or "NO" in each box)
A. [ ] Are you pregnant and/or nursing? (if yes, you may not enter the Range Area while this condition exists)
B. [ ] Are you on any medications which would impair your coordination or judgment? (if yes, you may not enter the Range Area)
C. [ ] Have you been convicted of a felony or act of domestic violence?
D. [ ] Are you on probation or is there any legal restriction which would prevent you from engaging in Firearms Activity?
8. DESCRIBE YOUR LEVEL OF FIREARMS EXPERIENCE (select one)
[ ] Beginner less than 5 hours of live fire experience OR unable to remove jammed ammunition from weapon
[ ] Intermediate Between 5 and 25 hours of live fire experience AND able to remove jammed ammunition from weapon
[ ] Advanced More than 25 hours of live fire experience able to remove jammed ammunition from weapon
9. RELEASE AND HOLD HARMLESS AGREEMENT As consideration for permission by AFS to allow me to participate in Firearms Activities and use of facilities, I hereby agree that I, my heirs, legal representative, guardians and family members will not and cannot make a claim against, sue or attach the property of AFS, or any of the Released Parties or the supplier of any equipment used in the activities for injury, death or damage resulting from the negligence or other acts, howsoever caused. I further agree and forever hold harmless and indemnify AFS and other Released Parties from any and all injuries and damages, resulting in any way from my participation or spectating in Firearms Activities, even if such damages are caused by AFS or any other Released Party through negligence or breach of any legal duty or standard of care.
10. KNOWING AND VOLUNTARY EXECUTION I have carefully read this contract and fully understand its content. I am aware this is a full release of liability and contract between myself and AFS and all Released Parties, and I sign it of my own free will.
11. ONGOING EFFECT This document may not be revoked, amended, or altered with respect to any occurrence or incident. It may be revoked prospectively (before an accident or occurrence which causes injury or death), but only if further participation in Firearms Activity at AFS stops, and provided further that written notice of the prospective revocation is provided to AFS and a written receipt is obtained from an AFS employee.
12. INTERPRETATION In the event that any court of competent jurisdiction determines that any provision herein is too broad, the Agreement shall be interpreted so that the provision is interpreted in a manner so as to maximize the protection intended for AFS and the Released Parties, and this Agreement, to the extent so modified, shall remain in full force and effect.
13. SUCCESSORS This Agreement is binding upon the successors and assigns of each Party and of all Released Parties.
14. CHOICE OF LAW This agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts.
15. IDENTIFICATION I have produced the following form of identification AND CERTIFY THAT THE INFORMATION ON IT IS CORRECT:

[ ] Driver's License \_\_\_\_\_ (State and ID#) [ ] other \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Participant \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_



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## Firearm Safety and Operation Acknowledgment Form

At American Firearms School (AFS) we strive to ensure everyone is instructed in and fully understands firearm safety and operation. If at anytime you are unsure of how to handle or operate a firearm, immediately cease shooting activities and seek an AFS staff member for assistance. Safety is everyone's responsibility, we ask if you notice any unsafe activities, notify a staff member immediately.

**Please read and initial each item then print, sign and date below.**

I understand that I must always keep all firearm(s) pointed in a safe direction. (\_\_\_\_\_)

I understand that I must keep all firearms unloaded until ready to shoot. (\_\_\_\_\_)

I understand that I must keep my finger ***OFF*** the trigger until ready to shoot. (\_\_\_\_\_)

Prior to shooting any firearm at AFS I will ensure that I understand how to properly load and unload the firearm (\_\_\_\_\_)

Prior to shooting any firearm at AFS I will ensure that I understand how to properly engage and disengage the safety mechanism (if applicable) of the firearm(s) I will be shooting. (\_\_\_\_\_)

Prior to shooting any firearm at AFS I will ensure that I understand how to properly lock open the action of the firearm (\_\_\_\_\_)

I have read and fully understand the facility and range rules. (\_\_\_\_\_)

I acknowledge that I have been made aware of and fully understand safe firearms handling procedures. (\_\_\_\_\_)

If I notice any unsafe activities I will notify an AFS staff member immediately. (\_\_\_\_\_)

If at any time I am unsure of how to handle or operate a firearm I understand I must cease shooting activities and seek an AFS staff member for assistance. (\_\_\_\_\_)

**KNOWING AND VOLUNTARY EXECUTION** I have carefully read this contract and fully understand its content. I am aware this is a contract between myself and AFS and all Released Parties, and I sign it of my own free will.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date