Kona Guns & Ammo Waiver, Release and Indemnity Agreement

All those who wish to train with us in any capacity must fill out this form in its entirety. All information provided will be kept confidential, and won't be distributed to others for any purpose. This waiver is strictly for use by Kona Guns & Ammo, LLC. ("the company").

Personal Confidential Information:

First Name: _____ **Last Name:** _____
Date of Birth: _____ **Driver's License/ID #:** _____ **State Issue:** _____
Home/Cell Phone #:_____ **Email:** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Emergency Contact Name/Relationship: _____
Emergency Contact Telephone #: _____
List Any Previous Firearms Training and/or Certifications: _____

_____**Initial Assumption of Risk:** I, (Print Name) _____ hereby release the Company, its member entities, owners, employees, officers, directors, volunteers, instructors, guests, agents, and affiliates from all liability for personal injury or property damage through use, in any way, of the facility, its equipment, its firearms, or my own firearm. I agree to indemnify the company from responsibility for any claims or demands arising out of such use. I agree to accept and assume any and all risks existing at the Kona Guns & Ammo and its operations at 76-1248 Waiono Ranch Road, Holualoa, HI 96725. I acknowledge and understand that shooting activities are hazardous and involve risks both known and unanticipated. I agree to assume all responsibility for these risks, which could result in damage to property and serious physical or emotional injury, including paralysis or death, to others or myself. Possible known and unknown injuries may include, but are not limited to: being shot or injured in any manner by myself or others, shooting others, partial or total loss of eyesight or hearing, burns, amputation, inhalation or harmful contact with lead or contaminants, being struck by flying or falling debris or projectiles, disability, and death. I agree to assume all liability for any act, acts, or omission to act, even any negligent, reckless, or criminal act by any other or myself.

_____**Initial Release and Indemnification:** I agree that myself and my heirs, guardians, and representatives, successors, that myself, and assign release and forever discharge and agree not to sue the company officers, directors, attorneys, agents, employees, contractors, volunteers, and guests. I release and discharge these parties for any and all claims, demands, damages, expenses, causes of action, attachments or property, or liability of any kind whatsoever that I may have for property damage, personal injury, or death resulting from my entering the premises, using the facilities or equipment, or engaging in or observing shooting and other activities at Kona Guns & Ammo and its operations, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability results from any acts of the Company, even any negligent act or omission to act including negligent or omitted first-aid or rescue operations and procedures.

Further, I agree to indemnify, defend, and hold harmless the company, for any and all claims, damages, causes of action, expenses, attachment of property, attorneys' fees, court costs, or liability of any kind that any person or entity may have for property damage, personal injury, or death resulting from my entering and premises, using any facilities or equipment, or engaging in or observing shooting and other activities at Kona Guns & Ammo and its operations, to the extent that such claims, damages, demands, causes of action, expenses, attachments of property, attorneys' fees, court costs, or liability results partially or wholly from any negligent act of participant, or any act that would subject participant to strict liability.

_____**Initial Medial Certification:** I clarify that I have no medical or physical conditions that could compromise my safety and the safety of others in any activities at the Kona Guns & Ammo. I clarify that I have adequate insurance to cover any injury or damage I may cause or suffer, or else I agree to personally bear the costs of such injury or damage.

_____**Initial Other Rules:** I agree to abide by all written, video, and verbal safety rules issued by the Kona Guns & Ammo instructors, staff, or Range safety officers.

_____**Initial Definition of Firearms:** For the purpose of this assignment, a firearm is defined as any pistol/handgun, rifle, shotgun, and/or machine gun or device of any description or design whether single shot, semi-automatic which discharges a projectile by the use of gunpowder or compressed air.

_____**Initial Venue:** This waiver and release and indemnity agreement is governed by the laws of the state of Hawai'i. Venue shall be the Private gun range located in Holualoa on the Big Island Of Hawaii.

I have fully and carefully read this waiver, Release and Indemnity Agreement and understand its contents. I am aware that this is a release from liability and indemnification agreement and a contract between the company and myself and that it imposes limitations to my legal rights. I sign it of my own free will. I clarify that I will not operate any firearms or equipment with which I am not completely familiar. I also consent to be financially responsible for and reimburse Kona Guns & Ammo for any shooting that causes danger.

_____ _____ _____
Signature of Participant Date Printed Name of Participant