



Northern Firearms Instruction

Waiver and Release of Liability for Participation in a Firearms Course



This form operates as a waiver and release of liability by persons participating in any course involving or related to firearms through Northern Firearms Instruction (NFI). This document applies to NFI and all the following business partners or affiliates, and classroom / range locations that partner with NFI including Sportsman's Warehouse, NorCal Gun Vault, Bass Pro Shops, Cabela's, Placer Sporting Club, Field and Stream, Scheels, North 40, Weaverville Rod and Gun Club, Lincoln Rifle Club, The Yolo Sportsmen's Association, Hat Creek Rifle and Pistol Club, Redding Gun Club, Sacramento Valley Shooting Center, Fresno Rifle and Pistol Club, Winchester Canyon Gun Club, Yuba City Shooter's Paradise, Linden Gun Club, Girls with Guns Clothing, Jen O'Hara, Mendenhall Family Property Down Range Inc., Legal Heat, or any other classroom or live fire range location(s) where an NFI course is conducted, as well as all of their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, collectively known as "Releasees" for any use in this document.

Waiver and Release of Liability

IN CONSIDERATION OF the risk of injury, including physical, emotional, psychological, or financial harm, that inherently exists while participating in any activity involving the use of, discussion about, or observation of firearms, ammunition, high explosives, pyrotechnic devices, or related equipment, and **IN CONSIDERATION OF** my desire to participate in an NFI course involving such activity, **I HEREBY agree to all the following:**

I AM VOLUNTARILY PARTICIPATING IN THIS NFI FIREARMS COURSE AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I agree that my participation in this course may include the use and shooting of firearms in live fire training portions, the use of mock firearms or other equipment related to firearms training, classroom discussion about laws and safety rules governing firearm use, and observations of shooting or other firearm activities in an NFI classroom or range location. I am aware of the risks associated with participating in activities as described above, which may include but are not limited to physical, emotional, or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, and economic or financial loss. I understand that physical injuries may include, but are not limited to, bodily injury, burns, strains, fractures, partial or total paralysis, hearing loss, eye injury, blindness, heat stroke, heart attack, lead contamination, or other ailments that could cause serious disability or death. I understand these injuries or outcomes may arise from my own negligence or the ordinary negligence of others, conditions related to travel to or from the location(s) of the classroom or range portions of the course, or from conditions present at the course location(s). **NOTWITHSTANDING THE ABOVE, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS NFI FIREARMS COURSE.**

IN CONSIDERATION OF my being granted the opportunity to participate in this NFI course, **I HEREBY**, for myself and my heirs, executors, administrators, assigns, or personal representatives (collectively "Releasor," "I," or "me" for any use in this document) knowingly, intelligently, and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY**.

I CERTIFY through my signature in this waiver that I am legally able to participate in the activities included in this course and that I am not a prohibited person within the meaning of California Penal Code sections 29800-29825 and 29900, California Welfare and Institution Code sections 8100 and 8103, or Nevada Revised Statutes section 202.360.

I HEREBY release, discharge, and forever hold harmless all Releasees from any physical, emotional, psychological, or financial injury that I may suffer as a result of my participation in this NFI course, including acts of ordinary negligence by Releasees, my use of any equipment, or my observation of shooting or other activities, during any NFI classroom or range training at any location(s) where this NFI course is conducted. **I FURTHER AGREE** that Releasees are not responsible for errors, omissions, acts, or failures, or any party or entity conducting a specific course or event on behalf of Releasees, and **I HEREBY release, discharge, and forever hold harmless** all Releasees from any physical, emotional, psychological, or financial injury that I may suffer as a result of such errors, omissions, acts, or failures. **I FURTHER HEREBY** indemnify, defend, and hold harmless all Releasees against all claims, suits, or actions of any kind for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including damages, attorney's fees, punitive damages, or any other related costs.

I AGREE that NFI is not responsible for any of my possessions should they be lost, stolen, damaged, or destroyed during an NFI course, including any firearms, firearm training related equipment, or personal possessions. **I AGREE** this includes

any vehicle damage that may occur in driving or parking on or near any classroom or range location(s) that NFI is lawfully using to conduct training.

I FURTHER AGREE that, in the event any physical, emotional, psychological, or financial injury, or any damage to equipment or facilities, occurs as a result of my own willful actions, recklessness, gross or ordinary negligence, neglect, or omission, **I SHALL BE HELD LIABLE** for all costs associated with any such actions or omissions, and **I HEREBY** agree to indemnify, defend, and hold harmless, all Releasees again all such claims or costs arising from my actions or omissions.

I UNDERSTAND that activities involving the use of, discussion about, or observation of firearms, ammunition, high explosives, pyrotechnic devices, or related equipment, such as this NFI course, may test a student's physical and mental limits and may carry with it the potential for serious physical, emotional, psychological, or financial injury as described above.

In awareness of those risks, I agree to abide by the following safety requirements:

- **I SHALL** follow all safety rules posted or given verbally by any NFI Instructor, Range Safety Officer, or staff, or any staff of any Releasees.
- **I SHALL** provide and properly wear my own eye and ear protection at all times while on any range during an NFI course.
- **I SHALL NOT** participate in this course unless I certify through my signature in this waiver that I am medically able and properly trained to participate in the activities included in this course. I shall also abide by the decision of the NFI Course Instructor(s), or any NFI Range Safety Officer(s), regarding my approval to participate in any portions or activities of this course.
- **I SHALL NOT** be under the influence of alcohol, marijuana, illegal drugs, or any other intoxicating substance, even if obtained over the counter or through a valid prescription, while attending any classroom or range training portion (regardless of whether the range training involves live fire) of any NFI firearms course.

I ADDITIONALLY AGREE that, in the event I should require medical care or treatment, **I HEREBY** authorize NFI Instructors, NFI Range Safety Officers, or any staff of Releasees at the location of my course to provide all emergency aid deemed necessary, including but not limited to, first aid, CPR, AEDs, arranging emergency medical transport, and sharing any medical or health information with medical personnel necessary to properly triage and treat my injuries, and **I SHALL** indemnify, defend, and forever hold harmless all Releasees from any injury arising from such emergency aid, even if caused by ordinary negligence. **I FURTHER AGREE** that I shall bear all responsibility for assuming all costs involved in my medical care and treatment, and I agree to be financially responsible for any such costs incurred as a result of such treatment. **I ALSO ACKNOWLEDGE** that I have been advised, through this waiver, that I should carry my own health insurance.

I FURTHER AGREE this **WAIVER AND RELEASE OF LIABILITY** shall be governed for all purposes by all applicable laws of the states of **CALIFORNIA** or **NEVADA**, whichever state I am physically located in to participate in this course.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND I FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY TO ALL RELEASEES. I EXPRESSLY AGREE TO RELEASE, DISCHARGE, AND HOLD FOREVER HARMLESS ALL RELEASEES FROM ALL CLAIMS OR CAUSES OF ACTION ARISING FROM MY VOLUNTARY PARTICIPATION IN THIS COURSE, AND I AGREE TO VOLUNTARILY WAIVE ANY RIGHT I MIGHT OTHERWISE HAVE TO BRING ANY LEGAL ACTION AGAINST ANY RELEASES FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE.

This **WAIVER OF LIABILITY AND RELEASE** shall remain in effect for the duration of my participation in this NFI course including all instruction and training portions, events, activities, or live fire included in this course.

Student Signature _____ Date Signed _____

Print Name _____ Date of Birth _____

Driver's License State and ID Number _____ Age _____

Physical Address _____

Email Address _____ Phone _____