**Custom Arms & Accessories LLC,**

**Dba: Boyd County Indoor Gun Range and Store**

FIRING RANGE AND PAINTBALL WAIVER, RELEASE OF LIABILITY, AND ASSUMPTON OF RISK IN CONSIDERATION OF BEING ALLOWED TO USE THE FIRING RANGE AND PAINTBALL FIELD LOCATED ON THE REAL ESTATE OWNED BY Landen and Barbara Daniels AND OPERATED BY Custom Arms & Accessories LLC, Dba: Boyd County Indoor Gun Range and Store, YOU ARE ASKED TO WAIVE YOUR RIGHTS RELATED TO ORDINARY NEGLIGENCE ISSUES.

AS A MEMBER Or Customer OF Custom Arms & Accessories LLC, Dba: Boyd County Indoor Gun Range and Store , FOR THE YEAR 2018 and 2019, I HEREBY:

[Initial before each number]

\_\_\_\_\_\_\_ 1. I am in good health and it is my responsibility to consult a physician before playing paintball or using the gun range.

\_\_\_\_\_\_\_ 2. Fully understand and appreciate the dangers, hazards, and risks inherent in a firing range and paintball playing field including the inherent risks associated with the use and misuse of firearms and paintball guns.

\_\_\_\_\_\_\_ 3. Acknowledge and understand that I will be voluntarily engaging in activities that involve the discharging of firearms and/or paintball guns which may result in the risk of serious injury, scarring, loss of an important bodily function, permanent disability, or death; which may cause severe social or economic losses due to not only my own actions, inaction or negligence, but also to the action, or negligence of others or conditions of the premises falling over/on natural and man-made obstacles or of any equipment use or malfunctions . Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

\_\_\_\_\_\_ 4. Serious and permeant injury can result if I don’t wear approved goggles in any area where paintball guns maybe intentionally or unintentionally discharged. I will not remove my goggles or facemask. If I remove my facemask for any reason whatsoever while on the playing field, I may be required to leave the facilitates for the day with no monetary reimbursement. I will keep my goggles on while on the playing field.

\_\_\_\_\_\_ 5. Fully understand there will be no kicking, hitting, pushing, or by any other means or manner destroy or alter any structure or part of the facilities or equipment in any purposeful manner. I will pay for the repair or replacement of said structure or equipment.

\_\_\_\_\_\_\_ 6. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability, or death.

\_\_\_\_\_\_\_ 7. Release from, waive and discharge all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or hereafter have for damage or losses on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence or other acts of Landen and Barbara Daniels or Custom Arms & Accessories LLC, Dba: Boyd County Indoor Gun Range and Store , and its shareholders, directors, officers, employees or agents, as a result of my participation in any gun-related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against Landen and Barbara Daniels or Custom Arms & Accessories LLC, Dba: Boyd County Indoor Gun Range and Store, and its shareholders, directors, officers, employees or agents, as a result of my participation in any gun-related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against Landen and Barbara Daniels or Custom Arms & Accessories LLC, Dba: Boyd County Indoor Gun Range and Store, and its shareholders, directors, officers, employees or agents, arising out of my use of the firing range.

\_\_\_\_\_\_\_ 8. Agree to comply with all Kentucky State laws regarding the use and possession of firearms. My compliance includes but is not limited to: which prohibits the carrying of handguns without a license; which prohibits the operation of a loaded machine gun; which prohibits the possession of a “Sawed-off shotgun” which is: (1) a shotgun having one (1) or more barrels less than eighteen (18) inches in length; and (2) any weapon made from a shotgun (whether by alteration, modification, or otherwise) if the weapon as modified has an overall length of less than twenty-six (26) inches; Prohibits the obliteration of identification marks on handgun or possession of such handguns.

\_\_\_\_\_\_\_ 9. [Parents of minors only] Agree (if a Parent(s) or legal guardian(s) of minor participants (age 17 and below)) to instruct the minor participant to the above warnings and conditions and their ramifications, and consent to the minor’s participation. Parent(s) also acknowledge the exemption of A child engaging in practice in using a firearm or paintball gun, target shooting at this established range, paintball field, sporting events or in an area where the discharge of a firearm is not prohibited or supervised by: (A) a qualified firearms instructor, a referee or RSO; or (B) an adult who is supervising the child while the child is at the range,

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I ACKNOWLEDGE RECEIVING A COPY OF THE RULES AND REGULATIONS OF THE FIRING RANGE AND AGREE TO ABIDE BY THEM.

Participant (Printed Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian (Printed Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address (Number and Street) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address (City, State, and Zip Code) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_