

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT

WHEREAS, in consideration of being permitted to attend a course for instruction in firearms, for the instruction of firearms, for use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

The Undersigned agrees to indemnify, hold harmless and defend NewarkCCW, LLC and any of their employees, directors, paid contractors, employed instructors, officers or agents, and volunteers, from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: Undersigned presence in and/or participation in the course of instruction; the discharge of firearms by Undersigned; the discharge of firearms; Undersigned's presence on or use of the range, buildings, land and premises used for the course of instruction (hereinafter the "Premises"); the Undersigned's presence on or use of said Premises; and any and all acts or omissions of the Undersigned. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, the State of Ohio or of any State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend NewarkCCW, LLC, et al, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against NewarkCCW, LLC, et al, whether individually, jointly, or in solido with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees. The Undersigned furthermore waives for himself/herself and his/her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he/she may have or which may arise against NewarkCCW, LLC, (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of said Premises; the Undersigned's property (whether or not entrusted to NewarkCCW, LLC, et al); and the discharge of firearms. NewarkCCW, LLC, et al shall not be liable for, and the Undersigned, on behalf of himself/herself and his/her executors, administrators, assignees or heirs, hereby expressly releases NewarkCCW, LLC, et al from any and all such claims. The Undersigned hereby expressly assumes the risk of entering the Premises and of taking part in activities on the Premises which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she understands and will at all times abide by all range rules and procedures stated by NewarkCCW, LLC. The Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or thereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by NewarkCCW, LLC, et al, shall not constitute any waiver of NewarkCCW, LLC, et al right to pursue other available remedies. This instrument binds the Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin. The Undersigned acknowledges that he/she meets all the requirements set forth by State of Ohio Law to receive training in firearms education. Prior to signing and submitting this form I have reviewed the current State of Ohio Requirements for Ohio's Concealed Carry Law here; http://www.ag.state.oh.us/le/prevention/pubs/cc_booklet20070314.pdf

UNDERSIGNED: (fill in below)	Witnessed by: (witness fill in below)
Printed Name :	Printed Name:
Date/Time :	Signature:
Signature:	Date/Time: