



WAIVER OF LIABILITY,
INDEMNIFICATION & HOLD
HARMLESS AGREEMENT

In consideration for receiving permission to participate in all activities of any type whatsoever on the premises of Pint & Pistol, LLC (P&P) located at 2911 Oxbow Circle, Cocoa, Brevard County, Florida, Guest, on behalf of Guest's self, Guest's family members, Guest's heirs, personal representatives, and assigns, does hereby agree to **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE AND HOLD HARMLESS** P&P and any of its employees, shareholders, officers, managers, assigns, heirs, and/or investors, from any and all liabilities, claims, demands, action, costs, expenses, and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, which may be sustained by Guest, or to any property belonging to Guest, while participating (whether actively or passively) in such activities and while in, on, or upon the premises of where the activities are being conducted, **REGARDLESS OF WHETHER SUCH LOSS** is caused by negligence (active or passive) of P&P. Guest further covenants not to bring any claims, demands, or causes of action against P&P for any economic or noneconomical benefit whatsoever.

Guest is fully aware and understands there are inherent risks involved in the discharging of firearms which may result in the risk of serious injury, scarring, loss of important bodily function, permanent disability, or death, and may cause severe social or economic losses due to not only the Guest's own actions, inaction or negligence, but also to the action, inaction or negligence of others or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other conditions known to me or not reasonably foreseeable at this time.

I understand that this agreement will be governed by and construed in accordance with the laws of the State of Florida. I agree that any controversies, claims and/or disputes relating to, or referring to this Waiver, the General Policies and the Rules of Operation and Administration of Pint & Pistol, LLC, or any other contract, shall be resolved exclusively by binding arbitration which shall occur and take place in Brevard County, Florida. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to any controversies, claims, disputes, interpretation, applicability, enforceability, conscionability or formation of this agreement, including but not limited to any claim that all or any of this agreement is void or voidable. I understand that I am giving up any right that I may have to a jury trial or to bring claims in court against Pint & Pistol, LLC.

I understand that this is a legally binding document. I have read this waiver of liability, indemnification and hold harmless agreement and fully understand its terms. I understand that I am legally competent to execute this contract and that I have read all of the terms and conditions of this document before signing. I understand that I have given up substantial rights by signing it, including the right to sue and a trial by jury. I acknowledge I have read and agree to obey and comply with the Range Rules, General Policies and the Rules of Operation and Administration of Pint & Pistol, LLC and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability and assumption of the risk to the greatest extent allowed by law. I certify that I have watched or will watch the safety video presentation.

I agree I may be expelled from the Range for violation of the Range Rules and/or for behavior deemed unsafe by P&P personnel.

I acknowledge the presence on the Range may result in the capturing of my name, photograph, likeness, voice, and biographical information, which may be used by P&P in any media now known or hereafter developed.

SIGNATURE OF UNDERSIGNED: _____ DATE: _____

PRINTED NAME OF UNDERSIGNED: _____

ADDRESS: _____ PHONE NUMBER: _____

**MINOR CHILD
WAIVER OF LIABILITY,
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If the Undersigned brings a Guest who is UNDER 18 (Minor), please complete the following Authorization for Minor to use facility with Adult/Guardian present:

I, (Adult/Guardian) _____ of (Minor) _____ give my written consent for the named individual to participate in the shooting of firearms at P&P. I hereby warrant and represent that this waiver of liability, indemnification and hold harmless agreement and its significance has been explained and understood and I hereby declare, under penalty of perjury that I am the legal guardian of the minor participant. If any provision or term of this agreement is held to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. I agree to enforce all shooting range rules, policies and directives with the Minor and to supervise and monitor all activities of the Minor while on the shooting range and facilities and to release, acquit, indemnify and hold harmless Pint & Pistol, LLC, its employees, shareholders, officers, managers, assigns, heirs and/or investors for any harm to, or resulting from the activities of, the Minor while on the shooting range and facilities.

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____ E-MAIL: _____