

ALAMOGORDO TACTICAL RANGE

LIABILITY WAIVER & RELEASE OF LIABILITY

Please read carefully before signing

PARTICIPANT INFORMATION

Full Name: _____ Date of Birth: _____
Email: _____ Phone: _____
Address: _____

ASSUMPTION OF RISKS

I represent that I understand the inherent risks and dangers of participating in the Activities and any incidental activity, which cannot be eliminated regardless of the care taken to avoid such injuries and I represent that I am qualified, in good physical and mental health and I am in proper physical condition to participate in such Activities. I fully understand and acknowledge that the Activities I am participating in may include natural and/or manmade obstacles and potential hazards including but not limited to the following: uneven terrain, foxholes, mounds, bunkers, dark areas, swings, climbing areas, electronic games, mock weapons and projectiles, vehicles, temporary buildings, and other such structures. I understand that if I believe that the events or conditions of the facility are unsafe for any reason, I will immediately discontinue participation in these Activities.

I understand that the Activities involve risks of serious bodily injury or harm to myself and others including but not limited to an eye injury or blindness, permanent disability, paralysis, death, illness, physical strain, fracture, heat stroke, heart attack or other ailments which may be caused by my own actions or inactions or by my negligence, the action or inaction or negligence of others participating in the Activities, the natural or physical conditions where the Activities take place, or the negligence of a Releasee (as defined below); and I understand that there may be other risks either not known to me, not discoverable or not reasonably foreseeable at this time or in the future; and I fully accept and assume all such risks and all responsibility for all loss, cost, expense and damages I suffer or incur as a result of my participation in these Activities.

Initials: _____

RELEASE AND WAIVER

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, and covenant not to sue ATR or its related entities, subsidiaries, parent company, or the owners, employees, directors, agents, representatives, vendors, sponsors, advertisers, insurers, successors, assigns other participants, the owners, lessors, agents (such as any property management company) or representatives of the premises on which these Activities take place, (each considered a "Releasee") from any and all liability, claims, demand, lawsuits or damages, losses, costs or expenses caused or alleged to be caused in whole or in part by the negligence of any "Releasee," including any negligent rescue operations.

Initials: _____

INDEMNITY

I agree that if I, or anyone on my behalf make a claim against a Releasee, I will defend, indemnify, save and hold harmless each Releasee from any and all liability, damage, loss, cost or expense which any may incur as the result of such claim or lawsuit. I further understand that I am releasing, discharging and waiving any claims or actions that I may have at this time or in the future for any and all tortious actions including but not limited to claims of negligence by any Releasee.

Initials: _____

FINANCIAL RESPONSIBILITY

In addition to my obligation to indemnify ATR and the Releasees, I also acknowledge that I will be held financially responsible for any and all damage or destruction I have caused to the Personal Property (as defined

below) owned by ATR or other persons or participants. I agree to comply with all updated safety rules relating to my participation in the Activities.

Initials: _____

PERSONAL PROPERTY

"Personal Property" includes but is not limited to any equipment relating to my participation in the Activities, cars, vehicles or motorcycles parked on or around the premises whether the Personal Property belongs to myself or to other persons. I understand that I assume all risk and responsibility for any damage or destruction I cause, whether directly or indirectly, to the Personal Property brought into the venue by myself or other persons or participants including but not limited to any damage caused to Personal Property located in the parking lot(s) or to the surrounding areas of the premises in connection with my visit to the premises or in connection with my participation in the Activities. I agree not to hold any Releasee responsible for any such loss, theft or damage to such Personal Property whatsoever.

I understand that although I am only required to sign this Agreement once, the obligations set forth in this Agreement are continuous and applies to all visits to the venue regardless of whether or not I participate in any Activities.

Initials: _____

MINOR PARTICIPANT (if applicable)

If participant is under 18, a parent or legal guardian must complete this section.

Guardian Name: _____ Relationship: _____

AGREEMENT & SIGNATURE

By signing below, I acknowledge that I have read, understand, and agree to all terms and conditions set forth in this waiver. I am signing this agreement voluntarily.

Signature: _____ Date: _____

Print Name: _____

Alamogordo Tactical Range - alamogordotacticalrange.com

This waiver is valid for all future visits to the facility.