

BOONDOCKS FIREARMS TRAINING ACADEMY™, LLC.

Class Alumni Private Instruction Try Before You Buy Fitting for Class: _____

HOLD HARMLESS, AGREEMENT TO ARBITRATE, & PHOTO RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS AGREEMENT IS A WAIVER OF RIGHTS AS A CONDITION OF PARTICIPATION IN and/or OBSERVATION OF ACTIVITIES AT BOONDOCKS FIREARMS TRAINING ACADEMY™

I, (print) _____, have requested to participate in and/or observe firearms activities offered by Boondocks Firearms Training Academy™, LLC (hereinafter "Boondocks™"). I understand that the terms of this Agreement apply to any and all activities in which I am allowed to participate or observe by Boondocks™, including but not limiting, its firearms training, educational training, self-defense courses, and other activities (hereinafter "Boondocks™ Activities"). I understand that some Boondocks™ Activities will involve me and others shooting guns with live ammunition and may also include training with man-marking rounds, AKA "simunition". I understand that simunition is ammunition of a rubber, plastic, wax, or other consistency with which participants shoot each other to simulate being involved in a gunfight and struck by live ammunition. I understand that I may be injured or killed by the simunition and/or course of fire and further that I may potentially suffer serious bodily injury or death by virtue of being struck with live ammunition rounds in the course of Boondocks™ Activities.

In order to induce Boondocks™ to allow me to participate in or observe Boondock™ Activities, I acknowledge that these activities present significant risk of injury, including death, and property damage. I fully agree for myself, my family members, and other representatives that we will pursue no legal action of any kind against Boondocks™, its employees, representatives, insurers, contractors, successors and assigns (hereinafter "Boondocks Representatives") arising out of any injury or damage I or my property may sustain in any Boondocks™ Activities, including injuries or property damage caused to me by other participants or observers in any Boondocks™ Activities. I unconditionally and irrevocably agree for myself and my representatives to release and hold harmless Boondocks™ and all of Boondocks Representatives from any liabilities arising from any injuries, damages or losses I or my property might suffer from any and all causes during the course of my participation in or observation of any Boondocks™ Activities. This release and covenant not to sue specifically extends to any negligence or other alleged wrongful acts by Boondocks™ Representatives and those of any other person participating in or observing any Boondocks™ Activities.

BY MY SIGNATURE BELOW, I REPRESENT THAT I HAVE READ THIS DOCUMENT AND HAVE KNOWINGLY WAIVED MY LEGAL RIGHTS TO MAKE ANY CLAIM AGAINST BOONDOCKS™ AND ANY BOONDOCKS™ REPRESENTATIVES AS OUTLINED ABOVE.

I have signed below indicating my agreement never to sue Boondocks™ or anyone affiliated with it for any losses, injury or property damage arising from any Boondocks™ Activities in which I participate or observe. In addition, I agree that any dispute between Boondocks™ and any Boondocks™ Representative and myself or my representatives where the amount in controversy exceeds \$5,000.00 will be submitted to binding arbitration conducted by JAMS (an arbitration service) or a similar arbitration company for final and binding arbitration. I understand that either I or Boondocks™ may initiate arbitration by filing a written demand for arbitration at any time. I understand that I will be entitled to an in person hearing in the county of my residence in accordance with the Federal Arbitration Act. The arbitration shall be administrated pursuant to the comprehensive arbitration rules of JAMS or the applicable arbitration entity and I agree to be bound by the arbitrator's decision. I understand that the decision of the arbitrator will be final and may be enforced in any court to which the arbitrator's decision is submitted. I understand and agree that this Arbitration Agreement is governed by the Federal Arbitration Act. I fully understand that the party requesting arbitration shall bear all costs of the arbitration, except that each party to the arbitration shall bear its own legal fees and expenses and any award made by the arbitrator may include an award of all attorney's fees and the costs of arbitration to the prevailing party.

IN EXCHANGE FOR THE AGREEMENT OF BOONDOCKS™ TO ALLOW ME TO PARTICIPATE IN AND/OR OBSERVE BOONDOCKS™ ACTIVITIES, I AM SIGNING THIS ARBITRATION AGREEMENT AND RELEASING ALL OF MY RIGHTS TO HAVE ANY DISPUTE WITH BOONDOCKS™ RESOLVED IN AN APPROPRIATE COURT. I UNDERSTAND THAT I AM GIVING UP ANY STATUTORY OR CONSTITUTIONAL RIGHT I HAVE TO A TRIAL BY JURY.

PHOTO RELEASE

I grant to Boondocks™, its representatives and employees the right to take photographs and/or video of me and my property in connection with class photos and/or Boondocks™ Activities. I authorize Boondocks™ its assigns and transferees the right to copyright and renew such, use and publish the same in print and/or electronically in perpetuity.

I agree that Boondocks™ may use such photography/video of me with or without my name and for any lawful purpose, including by way of illustration without limiting, publicity, illustration, advertising, Web content including without limiting, social media, e.g. Facebook, without compensation.

Permission Granted: _____ **(YES)**

Permission Denied: _____ **(NO)**

PRINT FULL LEGAL NAME: _____

SIGNATURE: _____

DATE: _____

SIGNATURE OF BOONDOCKS™ REPRESENTATIVE

DATE