

## **3-D Martial Arts & Tactical Defense, LLC aka;**

**3D Martial Arts & Tactical Defense | 3DMATD | [www.3dmatd.com](http://www.3dmatd.com).**

### **RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY**

**1. NOTICE** The shooting of firearms (“Firearms Activity”) is a **HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY**. This agreement prevents you, your heirs, your family members, and legal representatives from recovering or bringing claim against 3-D Martial Arts & Tactical Defense, LLC (also referred to as 3DMATD throughout this document) in the event of **any injury or death** for whatever reason, including and not limited to malfunction of a rented firearm or ammunition, negligence of an instructor, or malfeasance of a customer. **This agreement is also meant to protect and release from all liability all of the following (who are affiliated with 3-D Martial Arts & Tactical Defense, LLC, Larry L Stevenson, Managing Members, Alloy Arms Gun Range, officers, employees, instructors (whether employed or independent contractors), customers, members, attorneys, agents, lenders, suppliers, and all affiliated persons and organizations.**

**In this agreement, we ask that you provide truthful answers to important questions. Failure to answer honestly may result in civil or criminal sanctions against you.**

#### **2. VOLUNTARY PARTICIPATION**

I verify that I am eighteen (18) years or older, and I hereby state that I am voluntarily requesting to participate in Firearms training/activity at/with 3DMATD.

#### **3. ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH INHERENTLY DANGEROUS ACTIVITY**

I understand that Firearms Activity is a dangerous activity in which, as a participant, I may suffer serious bodily, psychological and neurological injury or death, or cause injury to another person or property. Among the possible causes of serious injury or death, even if I am with an instructor are:

- A. Exploding or malfunctioning weapons and ammunition, whether rented/purchased.
- B. Direct fire or ricochet of a bullet, either from my weapon, a rental weapon, or the weapon of an instructor or customer/student.
- C. Injury or death resulting from a slip, fall, collision, noise, or environmental condition, even if not directly caused by firearms but while I am on the premises.

I understand that injury or death could result from other causes not listed above, and that any event which causes injury or death is covered by this Agreement.

#### **4. NO INSURANCE REQUIREMENT**

I understand that there is no obligation of 3-D Martial Arts & Tactical Defense, LLC or any Released Party to maintain insurance protecting me or any other person engaging in this dangerous activity with 3DMATD. I agree it is not advisable for me to participate in this Firearms Class/Activity if I do not have medical/hospitalization insurance.

#### **5. ASSUMPTION OF THE RISK**

I am voluntarily participating in Firearms Activity with knowledge of the danger involved and agree to **accept any and all risks of damage, injury, or death.**

**Initial to indicate you have read this page: \_\_\_\_\_**

## 6. SUITABILITY OF PARTICIPANT

I promise that I will not participate in Firearms Activity if:

- A. I am or will be under the influence of alcohol/drugs/medication during the activity
- B. I have pre-existing physical limitations or conditions which may be aggravated or harmed by the activity
- C. I do not fully understand or comprehend any rules, restrictions or directions given during the training/activity.

## 7. \*CONDITION WHICH MUST BE DISCLOSED. (please circle "Yes" or "NO")

Are you on any medications or drank any alcohol which would impair your coordination or judgment? **YES / NO**

C. Have you been convicted of a felony or act of domestic violence? **YES / NO**

C. Are you on probation or is there any legal restriction which would prevent you from engaging in Firearms Activity? **YES / NO**

D. Are you an unlawful user of, any depressant, stimulant or narcotic drugs or any other controlled substance? **YES / NO**

F. Have you been adjudicated mentally defective or committed to a mental institution? **YES / NO**

G. Are you, or do you think you may be pregnant? **YES / NO**

**\* If you answered yes, to any of the above questions; you may not participate in this class.**

## 8. DESCRIBE YOUR LEVEL OF FIREARMS EXPERIENCE (select one)

Beginner-less than 5 hours of live fire experience OR unable to remove jammed ammunition from weapon

Intermediate- Between 5 and 25 hours of live fire experience AND able to remove jammed ammunition from weapon

Advanced- More than 25 hours of live fire experience able to remove jammed ammunition from weapon

## 9. RELEASE AND HOLD HARMLESS AGREEMENT

As consideration for permission by 3D Martial Arts & Tactical Defense LLC, to allow me to participate in Firearms Activities and use of (owned or rented) facilities, I hereby agree that I, my heirs, legal representative, guardians and family members will not and cannot make a claim against, sue or attach the property of 2nd Amendment Gun Safety & Training, or any of the Released Parties or the supplier of any equipment used in the activities for injury, death or damage resulting from the negligence or other acts, howsoever caused.

I further agree and forever hold harmless and indemnify 3-D Martial Arts & Tactical Defense, LLC, and other Released Parties from any and all injuries and damages, resulting in any way from my participation or spectating in Firearms Activities, even if such damages are caused by 3-D Martial Arts & Tactical Defense or any other Released Party through negligence or breach of any legal duty or standard of care.

## 10. KNOWING AND VOLUNTARY EXECUTION

I have carefully read this contract/ waiver and fully understand its content. I am aware this is a full release of liability and contract between myself and **3-D Martial Arts & Tactical Defense, LLC** all Released Parties, and I sign it of my own free will.

Initial to indicate you have read this page: \_\_\_\_\_

**11. ONGOING EFFECT**

This document may not be revoked, amended, or altered with respect to any occurrence or incident. It may be revoked prospectively (before an accident or occurrence which causes injury or death), but only if further participation in Firearms Activity at **3-D Martial Arts & Tactical Defense, LLC** stops, and provided further that written notice of the prospective revocation is provided to 3-D Martial Arts & Tactical Defense, LLC and a written receipt is obtained from an 3DMATD employee.

**12. INTERPRETATION**

In the event that any court of competent jurisdiction determines that any provision herein is too broad, the Agreement shall be interpreted so that the provision is interpreted in a manner so as to maximize the protection intended for **3D Martial Arts & Tactical Defense LLC, and the Released Parties, and this Agreement, to the extent so modified, shall remain in full force and effect.**

**13. SUCCESSORS**

This Agreement is binding upon the successors and assigns of each Party and of all Released Parties.

**14. CHOICE OF LAW**

This agreement shall be interpreted according to the laws of the State of Texas.

**15. IDENTIFICATION** I have produced the following form of identification AND CERTIFY THAT THE INFORMATION ON IT IS CORRECT:

\*Name as Shown on Driver’s License or State ID: \_\_\_\_\_  
Driver’s License or State ID # \_\_\_\_\_ State Issued: \_\_\_\_\_

\* Please have you ID available, your instructor will make a copy for our records.

I certify that I am at least 21 years of age, have never been convicted of a felony or a domestic abuse and have never been institutionalized for any mental disorder.

I, the undersigned, have read and understand this Firearms Safety Course and Student Statement and Liability Release AND ASSUMPTION OF RISK AGREEMENT

Print Name: \_\_\_\_\_

Address \_\_\_\_\_

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

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read this contract and fully understand its content. I am aware this is a contract between myself and 3-D Martial Arts & Tactical Defense, and all Released Parties, and I sign it of my own free will.

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

**3D Martial Arts School**  
**Release and Waiver of Liability and Indemnity Agreement**  
(Read Carefully Before Signing)

I/We fully understand and acknowledge that:

- a. **There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury partial and/or total disability, paralysis and death.**
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited too, the Releasees named below.
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the martial arts facility used by the participant, including it owners, managers, promoters, lessees of premises used to conduct the martial arts event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructions to engage in risk evaluation or loss control activities regarding the martial arts facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purpose herein referred to as "Releasee"...From all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin For any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events(s) caused alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partners(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the parents(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf , and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**Student/Participant Signature** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Parent or Guardian Signature (if minor)** \_\_\_\_\_  
**Date** \_\_\_\_\_

**Printed Name of Participant** \_\_\_\_\_