



Academi Training Center, Inc.
PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

LEF.048 (Rev.4)

This document is UNCONTROLLED in printed form

Date printed: 3/20/2012

In consideration of the services of Academi Training Center, Inc. ("ACADEMI"), I hereby voluntarily forever release and discharge ACADEMI, its agents, subsidiaries, affiliates, owners (including Academi LLC), shareholders, members, managers, officers, directors, volunteers, invitees, participants, employees and all other persons or entities acting in any capacity on their behalf, including the owners of any real or personal property that may be utilized in my activity with ACADEMI (hereinafter collectively referred to as "ACADEMI"), on behalf of myself, my children, my parents, my heirs, assigns, personal representative (collectively "I") as set forth below:

- 1. I acknowledge that my presence on ACADEMI property, my use of ACADEMI property and equipment (albeit for hunting, recreation, driving, rock-climbing, tower climbing and use, fast-roping, training, shooting competitions or target shooting) and firearms shooting and firearms training at a shooting range entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. The risks include, among other things, the undersigned or third parties being shot by a firearm causing grave bodily injury, suffering hearing loss, eye injury or loss, blindness, inhalation or contact with airborne contaminants and or flying debris, fractures, partial and/or total paralysis, heat stroke, heart attack or other ailments that could cause serious disability ("Risks"). The undersigned fully understands and acknowledges that these Risks and dangers may be caused by the negligence of ACADEMI, the negligence of the participants, the negligence of others, accidents, breaches of contract, forces of nature or other causes and may arise from foreseeable or unforeseeable causes. I expressly agree and promise to accept and assume all the Risks existing in this activity. Participation in this activity is purely voluntary, and I elect to participate despite the Risks.
2. I hereby voluntarily release and forever discharge ACADEMI for any liability whatsoever for accident, injury, loss of life, loss or damage to property whether as a result of negligence, gross negligence, omissions or failure to guard or warn against dangerous condition, use, structure or activity, or any other cause, arising out of my participation in any activity on ACADEMI premises or my use of ACADEMI's equipment and facilities. I further covenant and agree not to institute any suit or action at law or otherwise against ACADEMI and agree to hold harmless and indemnify ACADEMI against any loss, claim (including, any claim by a third party against ACADEMI that may be injured as a result of my participation in this activity), damage, or expense, including attorneys' fees and court costs, which ACADEMI may sustain as a result of my participation in any activity on ACADEMI premises or my use of ACADEMI's equipment and facilities. Should ACADEMI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
3. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
4. In the event that I file a lawsuit against ACADEMI, I agree to do so solely in the state of North Carolina. I further agree that the substantive law of the state of North Carolina shall apply in any such action without regard to conflict of law rules of that state.
5. By signing this document, I acknowledge that if I am hurt or my property is damaged while occupying or using ACADEMI property, I agree that it is my intention to have waived my right to maintain a lawsuit against ACADEMI and relieve ACADEMI from liability for personal injury, property damage or wrongful death on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (Print minor's name) ("Minor") being permitted by ACADEMI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ACADEMI from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Print name: _____ Date: _____