

ACCURATE HANDLOADING SCHOOL

RELEASE OF LIABILITY, ACKNOWLEDGEMENT & ASSUMPTION OF RISKS, AND INDEMNIFICATION AGREEMENT

THIS DOCUMENT AFFECTS IMPORTANT RIGHTS-PLEASE READ CAREFULLY

This Release, Assumption of Risk and Indemnification Agreement (“RELEASE”) is entered into by _____ in favor of Accurate Handloading School (“AHS”), its owner, Douglas E. Fitts, employees and agents. In consideration for being permitted to participate in the AHS program, I acknowledge and agree as follows:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS.

I understand that handloading (also known as reloading) of ammunition is an inherently dangerous and risky activity. I am voluntarily participating in this activity. I understand that the inherent risks include, among other things: handling extremely flammable gun powder, handling explosive primers, the use of handloading tools, exposure to lead, exposure to airborne debris and firing handloaded ammunition.

(Initial ____)

I further understand that accidents can and do occur during and after the handloading process. Gun powders can inexplicably ignite. Improperly handled primers can explode. Guns can explode due to use of improper loading components. I understand that every rifle, handgun or shotgun is unique, that a particular handload could be safely fired in one gun but may not be safe in another. I understand that handloaded ammunition can even be sensitive to difference temperatures and altitudes. Because of the many variables involved in handloading and the firing of handloaded ammunition, neither AHS nor its instructors can accept responsibility for mishaps that may occur as a result of following, or attempting to follow, instruction or material contained in AHS classes. I understand that I am personally responsible for understanding the use of handloading equipment, components, procedures and concepts.

(Initial ____)

I understand that all of the handloading components used and all the handloading equipment and procedures demonstrated during the AHS classes are generally accepted as fundamental to metallic cartridge and shotshell handloading. Nevertheless, I fully understand and assume the risk that any material or instruction presented by the AHS class instructors pertaining to firearms and handloading procedures, components, tools or data is NOT represented to be foolproof or safe. I understand that by adhering to the nationally published handloading safety procedures, the risk involved in this activity can be minimized, but NOT eliminated. I understand that **SERIOUS, PERMANENT BODILY INJURY, DISABILITY OR DEATH OF MYSELF OR OTHERS MAY RESULT** by engaging in handloading activities.

(Initial ____)

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, ILLNESS, DISEASE OR DEATH TO MYSELF OR OTHERS, INCLUDING FINANCIAL LOSSES (INCLUDING LOSS OF EARNING CAPACITY) AND DAMAGE OR DESTRUCTION OF PROPERTY OWNED BY ME OR OTHERS OR IN MY CARE RESULTING FROM AHS INSTRUCTIONAL OR HANDLOADING (RELOADING)

ACTIVITIES, INCLUDING RISKS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

(Initial____)

2. RELEASE OF LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE

Being fully informed of the risks involved with the handloading activity and participation in the AHS classes, and having agreed to assume those risks, I, on behalf of my heirs, successors, assigns, agents, employees and representatives, hereby release and forever discharge AHS and its owner, officers, agents, attorneys and employees, and their families from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character and description, known or unknown, including personal injury and death, which I may now own or hold, or have at any time owned or held, or may at any time hereafter own or hold by any matter cause or thing whatsoever, occurred, done, omitted or suffered to be done.

(Initial____)

3. FULL AND COMPLETE RELEASE

I understand and acknowledge that this Waiver and Release of Liability is intended as a complete and continuous release for all activities participated in by me on or after the date I sign this Waiver and Release of Liability.

(Initial____)

4. INDEMNIFICATION

I AGREE TO INDEMNIFY (REIMBURSE) AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claim for injury or death resulting from my participation in the activity of handloading or handloading instruction conducted by AHS, by or prosecuted for the benefit of myself or my family, estate, heirs, representatives or assigns. The indemnification provided by this section shall include all costs and expenses incurred by any and all Released Parties in defending against said claims, including all actual attorneys fees and costs. I FURTHER AGREE TO INDEMNIFY AND HOLDHARMLESS EACH OF THE RELEASED PARTIES from and against any claim for injury or death of any person who is harmed by my handloading activities, WHETHER SUCH INJURY OR DEATH WAS CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

(Initial____)

5. ARBITRATION OF DISPUTES

NOTICE: BY SIGNING BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

The parties shall submit any dispute arising under, or related to, this Agreement to binding arbitration under the rules of the American Arbitration Association. Unless the arbitrator rules otherwise, each party shall pay one-half of the arbitrator's fees and costs.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES

ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

(Initial____)

6. UNDERSTANDING OF THIS DOCUMENT

I understand and acknowledge that by signing this Agreement, I am confirming that I **understand the language used in it.** I represent that if there is a word or phrase that I did not understand, that I have sought the advice of an attorney or other person for an explanation. I acknowledge that neither I nor my heirs or representative will later claim in the event of injury, death or property damage, that I did not understand what I was signing.

(Initial____)

7. FULL AND COMPLETE AGREEMENT

I understand and acknowledge that this Release is a full and complete agreement with regard to the risks I am taking when engaging in handloading activities, as a result of my participation in an AHS course of instruction. No other documents, oral promises or other information can be used to modify or alter the terms of this Waiver and Liability Release. This Agreement is a fully integrated, final and complete statement of the Agreement I have entered into. If any provision of this Release is declared invalid, the remaining provisions remain enforceable.

I declare that I am of legal age and am competent to sign this Agreement.

I HAVE READ THIS AGREEMENT. I UNDERSTAND IT. I AGREE TO BE BOUND BY IT.

Signature of Declarant_____Date_____

Witness (Name)_____Date_____