

Vanilla Gorilla Security, LLC
Participant Waiver, Release of Liability, and Assumption of Risk

This Participant Waiver, Release of Liability, and Assumption of Risk (“Release”) is executed on this [date] _____ by _____ (“**Participant**”). I, the Participant, desire to participate in Vanilla Gorilla Security, LLC’s course for instruction and training in the use of firearms, which such training may include use of live firearms, dummy guns, or paint guns (“Firearms Training”). In consideration for my use of the premises, equipment, services, and activities offered by Vanilla Gorilla Security, LLC, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, personal representatives, and estate as follows:

1. Entire Agreement. I agree and am aware that this document contains all of the terms of my agreement, release of liability and assumption of risk. I am aware that this document supersedes any oral representations made either before or after the signing of this document I specifically agree that I have not relied on any oral representations made prior to my signing of this document and I will not rely on any oral representations made after I signed this document.
2. Parties Included. I understand that this Release includes but is not limited to Vanilla Gorilla Security, LLC, and its owners, officers, members, agents, employees, contractors, and instructors, the owner of any land or facilities on which the Firearms Training takes place and adjacent property owners, and anyone working with, for, or in association with Vanilla Gorilla Security, LLC (collectively, the “Releasees”).
3. Legal Contract. I understand that this document is a legally binding contract and certify that I am of legal age and under no legal disability that would prevent me from entering into a binding contract. I have read, understand and intend to be bound by all of its terms.
4. Risks Contemplated. I fully understand that I and other participants in the Firearms Training courses may have access to and may handle live ammunition, paint guns and components, dummy guns, and firearms. I understand that I and other participants in the Firearms Training may discharge firearms and fire live ammunition or discharge dummy guns or paint guns and fire paint balls as an essential part of the Firearms Training. I understand that the Firearms Training may take place outside, involve physical movement, and involve activities on uneven grounds with unpredictable weather. I further acknowledge that handling, using, and discharging firearms, dummy guns, and paint guns, participating in the Firearms Training, and the activities incidental or related thereto, are inherently dangerous and involve **risk of SERIOUS INJURY, SCARRING, PERMANENT DISABILITY OR DEATH, OR DAMAGE to myself, my property, or others participating in the Firearms Training**, including, but not limited to risks involved in the use of the equipment and services offered by the Releasees, the premises, property, and facility on which or in which the Firearms Training takes place, my use of firearms and ammunition and the use of firearms and ammunition by others participating in the Firearms Training, my use of dummy guns or paint guns and the use of dummy guns and paint guns by others participating in the Firearms Training, the acts, omissions, or negligence of myself, the Releasees, or others participating in the Firearms Training, latent or apparent defects of conditions in equipment, property, my own physical condition, rescue, first aid, and emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees. Further, I understand and acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.
5. Instructions. I specifically acknowledge that I will follow all instructions of Vanilla Gorilla Security, LLC’s instructors and that my failure to follow such instructions may result in injury to myself and others. I

acknowledge that some Firearms Training will involve only the use of dummy guns and paint guns and acknowledge and affirm that I will not modify a paint gun for use as a live firearm during instruction involving only dummy guns or paint guns. After a weapons check from a Vanilla Gorilla Security, LLC instructor to ensure that I have the proper paint component placed in my gun, I agree and affirm that I will not place the live component back into the weapon while training is still being conducted unless specifically instructed to do so by Vanilla Gorilla Security, LLC instructors. I agree to release, discharge, indemnify and hold harmless the Releasees for any damage, loss or liability arising out of my failure to follow instructions of Vanilla Gorilla Security, LLC or my use of a firearm, dummy gun, or paint gun not in accordance with the instructions provided.

6. Parties Bound by this Agreement. It is my understanding and intention that this Release be binding not only on myself, but on anyone or any entity, including but not limited to my estate and my heirs and any one or any entity that may be able to or does sue because of damage to my property, my **INJURY** or **DEATH** or damage to others' property, their injury or death.
7. Assumption of Risk. **I ACKNOWLEDGE AND VOLUNTARILY ASSUME ALL RISKS** involved with my participation in the Firearms Training, including those risks set forth above and all other risks, known or unknown to myself or my property.
8. Release, Indemnification and Hold Harmless. **I hereby agree to release, discharge, and hold harmless the Releasees** and their officers, members, agents or employees, and all other persons or entities affiliated therewith, from and against any loss, claim, demand, damage, cost or other liability whatsoever, whether caused by the negligence of the Releasees or otherwise, which are related to, arise out of, or in any way connected with my use of the premises, property, facilities, equipment and services offered by Releasees, which may include **property damage, personal injury, illness, disability, and death.** I expressly agree and promise to accept and assume all of the risks arising out of or in any way connected with my participation in the Firearms Training. I agree to indemnify the Releasees, their officers, members, employees, and agents from any loss, claim, demand, damage, cost or other liability whatsoever caused by any acts or omissions relating in any way to the Firearms Training. Should it become necessary for the Releasees, or anyone acting on their behalf, to incur any costs or expenses, including attorney's fees and court costs, to enforce this Agreement, or in connection with any loss, claim, demand, damage, cost or other liability for which indemnification is provided by this Agreement, I agree to indemnify and hold the Releasees or the party acting on their behalf harmless for all such costs and expenses.
9. Covenant Not to Sue. In exchange for good and valuable consideration, the sufficiency of which is acknowledged I further agree that I, MY HEIRS, MY ESTATE OR ANYONE OR ANY ENTITY ACTING ON MY BEHALF OR ON BEHALF OF MY ESTATE WILL NOT SUE OR MAKE CLAIM against Vanilla Gorilla Security, LLC or the Releasees for damages or other losses, including but not limited to property damage and my **INJURY OR DEATH**, sustained as a result of my participation in the Firearms Training even if caused by negligence or other fault of Vanilla Gorilla Security, LLC or the Releasees.
10. Representations & Acknowledgements. (1) I will examine and inspect the portions of the premises that I intend to use prior to using and will immediately report any observable defect to Vanilla Gorilla Security, LLC and will examine and inspect each piece of equipment involved in the Firearms Training (including but not limited to firearms, ammunition, holsters, range equipment, hearing protection, eye protection, and other equipment used in or for the Firearms Training). I fully accept and assume all responsibility for the risks of using any facility, premises, property, or equipment used in or for the Firearms Training, regardless of ownership. (2) I am in good physical condition, sufficient to participate in the Firearms Training in which I will be participating. (3) I agree that I will follow all of the rules that are posted or provided by Vanilla Gorilla Security, LLC, its instructors, employees and agents and will exercise good judgment and act in a reasonable manner while participating in the Firearms Training and to obey all oral or written warnings before and during participation; (4) I agree not to participate

in the Firearms Training when under the influence of drugs or alcohol; (5) I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE RULES POSTED OR PROVIDED TO ME, THAT I UNDERSTAND THE RISKS INHERENT IN MY PARTICIPATION IN THE FIREARMS TRAINING OR WHICH RISKS THE ORDINARY PRUDENT PERSON IS OR SHOULD BE AWARE. I FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF OR MY HEIRS TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY, DEATH OR LOSS OF ANY KIND AGAINST VANILLA GORILLA SECURITY, LLC, AND THE RELEASEES. (6) This agreement specifically contains an indemnity agreement whereby I agree to reimburse Vanilla Gorilla Security, LLC and the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to my participation in the Firearms Training.

11. Grant of Right to Use Likeness. I further grant Vanilla Gorilla Security, LLC the right to photograph, videotape, and/or record me and to use my name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.
12. Severability. I agree that in the event that any clause or provision of this Release shall be held as invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES AN ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE, AND AN AGREEMENT TO INDEMNIFY AND I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL.

Signature of Participant:

Date:_____

GENERAL LIABILITY RELEASE FORM

I, _____ (Person or Entity Granting a Release) On this _____ day of _____, 20____, intending to be legally bound hereby, the undersigned agrees and does hereby release from liability and to indemnify and hold harmless The Ole School, Jeff Duval (Person or Entity being Released) and any employees or agents representing or related in regards to:

This release is for any and all liability for personal injuries (including death), property losses or damage occasioned by, or in connection with the person or entity being released.

The undersigned further agrees to abide by all the rules and regulations promulgated by the person or entity being released and/or its affiliate groups and vendors.

_____ Date Signed

_____ Signature of Person or Entity Being Released (Owner)

_____ Print Name (Owner)

_____ Signature of Person or Entity Granting the Release

_____ Print Name