



INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT. SIGNED BEFORE SHOOTING, NO EXCEPTIONS

The undersigned ("Undersigned"), in consideration of being permitted to participate in Shooting Activities at Colorado Clays, LLC ("Colorado Clays") located at 13600 Lanewood Street, Brighton, CO 80603 and with full knowledge that firearms are used and discharged at Colorado Clays, the Undersigned agrees to the terms of this Agreement ("Agreement").

1. Release of Claims. Undersigned fully releases, discharges and waives any Claims he/she may, now or in the future, have against a Released Party, even if Claims are based on the carelessness or negligence of a Released Party or anyone else. "Claims" as used in this document means any and all liabilities, claims, demands, legal actions, and rights of action for damages, personal injury or death or property damage that are, directly or indirectly, related to or in any way connected with participation in Shooting Activities that the Undersigned or any of his/her heirs or personal representatives could make. "Released Party" as used in this Agreement means Colorado Clays and Kraft Equities, LLC and their respective managers, members, employees, instructors and agents and any other person that assists in shooting instruction or administration of shooting activities or provides firearms and/or ammunition to any person in connection with Shooting Activities. "Shooting Activities" as used in this Agreement means entering and exiting Colorado Clays' premises, preparing to shoot, waiting to shoot, shooting or assisting or instructing another person in shooting, or otherwise being a spectator or being present on the Colorado Clays premises.

2. Assumption of Risk. Undersigned acknowledges and agrees that use of firearms is an inherently dangerous activity. Undersigned expressly assumes the risk of participating in Shooting Activities and Undersigned further expressly assumes the risk of discharging firearms by himself/herself or others and the firing of live ammunition by him/her and/or others.

3. Indemnification. Undersigned irrevocably agrees to indemnify, hold harmless, and defend all Released Parties from any and all fault, liabilities, loss, costs, damages, expenses (including attorney's fees and court costs), counterclaims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of a Released Party in the course of Undersigned's presence on and/or use of Released Parties' firearms, ammunition, range, buildings, facilities, and land during Shooting Activities, including, but not limited to, Undersigned's use of firearms and participation in or viewing of shooting activities.

4. Waiver and Agreement Not to Sue. Undersigned further waives for himself/herself and for his/her heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may directly or indirectly arise against Released Parties (including, but not limited to, damage to Undersigned's property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by Undersigned, Undersigned's family members or the property of the Released Parties) which may in any way whatsoever arise out of, be related to, or be connected with the Shooting Activities or use of firearms by Undersigned and/or another during Shooting Activities. The Undersigned agrees not to sue the Released Parties for Claims, even if the Claims arise from the carelessness or negligence of a Released Party or anyone else.

5. Limitation of Liability. Released Parties shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly releases the Released Parties from any and all such claims, loss, costs and liabilities including, but not limited to, claims of actual or alleged negligence on the part of Released Parties.

6. Interpretation of this Agreement. Undersigned expressly agrees that this Agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. This Agreement binds the Undersigned and his/her heirs, next of kin, assignees, personal representatives, administrators and executors.

7. Choice of Law; Venue and Expenses. This Agreement shall be governed by Colorado law. Undersigned and Released Parties agree that all actions or proceedings relating to or arising out of this Agreement may be brought only in courts of the State of Colorado located in Brighton, Colorado or the Federal District Court for the District of Colorado and the Undersigned and Released Parties consent to the jurisdiction of such courts. Undersigned and Released Parties each waive any objection it or he/she may now or hereafter have to the venue of any such court and any right it or he inconvenient court.

Undersigned agrees that he/she will pay on demand all reasonable out-of-pocket expenses, including the reasonable fees and expenses of the Released Parties' legal counsel, incurred by the Released Parties in connection with any litigation and appeal, proceeding or dispute in any way related to Shooting Activities or this Agreement. He/she may have now or hereafter have to claim that any such action or proceeding is in an Undersigned acknowledges and agrees that he/she has read this Agreement and he/she understands its terms and is executing this Agreement voluntarily. Undersigned also acknowledges and agrees that he/she has read, understands, and will at all times abide by all Colorado Clays range rules and procedures.

I acknowledge and agree that Colorado Clays in its sole discretion may immediately terminate my Shooting Activities and remove me from Colorado Clays' premises for any reason, including but not limited to, a belief that I am impaired by prescription drugs, alcohol or controlled substances. While at Colorado Clays Shooting Park, I authorize Colorado Clays, its employees, agents and representatives to take command/control of my firearms and/or personal belongings as deemed necessary for safety and security issues.

Today's Date (required) :

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Your Name (required) :

List Names of Any Minors :

Your Zip Code :

Your Email Address :

Where did you hear about us :

- Web/Social Media
- Radio/Advertising
- Friends
- Trade Show
- Word of Mouth

Your Signature (required) :

