



COVENANT TACTICAL LLC

COVENANT TACTICAL PARTICIPANT AGREEMENT, ACKNOWLEDGEMENT OF RISK & RELEASE OF LIABILITY

I. VOLUNTARY PARTICIPATION

I, _____, acknowledge that I have voluntarily applied to participate in the use of firearms during a class with Covenant Tactical LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons acting in any capacity on their behalf. I also acknowledge that I have received instructions relating to the safety and safe use of weapons and related equipment. If I fail to act in accordance with those guidelines or have modified my weapons or equipment in any way that compromises their safety, I accept and assume all responsibility for any damages or injury incurred, or cause by me, or incurred by anyone else, because of my actions.

II. ACKNOWLEDGEMENT OF RISK

I am aware the use of firearms is potentially a hazardous activity. I acknowledge my participation in this training course entails both anticipated and unanticipated risks which could result in physical injury, emotional injury, paralysis, death or damage to property or third parties. The risks include, among other things: shooting myself or being shot by third parties, suffering hearing loss, injury or loss of eyesight, inhalation or contact with airborne contaminants, flying debris or even death.

Furthermore, I acknowledge that COVENANT TACTICAL LLC instructors have a difficult job to perform. I am aware they strive for safety but they are not infallible. The instructors may not be cognizant of my fitness and abilities and they may give inadequate warnings or instructions. I also understand the equipment being used by me or a third party may malfunction or be used incorrectly. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity. **My participation in this activity is purely voluntary and I elect to participate despite the risks.** I expressly agree and promise to accept all risks existing in this activity and verify this statement by placing my initials here. _____

III. RELEASE OF LIABILITY

As a consideration for being permitted by COVENANT TACTICAL LLC, one of its affiliated individuals or organizations to participate in these activities, I hereby agree that I, my assignees, heir, distributees, guardians, and legal representatives voluntarily release from liability and forever discharge COVENANT TACTICAL LLC and its officers, directors and shareholders, for any injury or damages including such injuries or damages from negligent acts, other acts, or omissions, howsoever caused by an employee, agent, or contractor of COVENANT TACTICAL LLC. I hereby release and forever discharge COVENANT TACTICAL LLC from any and all causes of action, claims, demands, or attachment of property, that I, my assignees, heirs, distributees, guardians, and legal representatives ow have or may have for injury or damage resulting from my participation in this activity even if said actions, claims, demands, or attachments are a result of acts of negligence, other acts, or omissions, howsoever caused by COVENANT TACTICAL LLC. I understand, agree with, and verify these statements by placing my initials here: _____

IV. HOLD HARMLESS

I agree to **indemnify and hold harmless** COVENANT TACTICAL LLC from any and all actions, claims, demands, attachments, damages, expenses, harm or destruction suffered or accrued by me or anyone else which may result from my participation in the use of firearms or otherwise using the premises owned, leased, or rented by COVENANT TACTICAL LLC or by myself during participation in this activity, even if said actions, claims, demands, or attachments are a result of acts of negligence, other acts, or omissions, howsoever caused by COVENANT TACTICAL LLC or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to **indemnify and hold them harmless** for all such fees and costs. I understand, agree with, and verify these statements by placing my initials here: _____

V. FINANCIAL ABILITY TO COVER INJURY OR DAMAGE

I certify I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity, or else I agree to bear all costs of such injury or damage myself. I further certify I have no medical condition or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear all costs of all risks that may be created directly or indirectly by such a condition. I understand, agree with, and verify these statements by placing my initials here: _____

COVENANT TACTICAL LLC

VII. RIGHTS WAIVED

By initialing and signing this document, I acknowledge if anyone is injured or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against COVENANT TACTICAL LLC on the basis of any claim from which I have released COVENANT TACTICAL LLC herein.

VIII. PHOTOS AND IMAGES

Unless specifically advised otherwise, COVENANT TACTICAL LLC reserves the right to use any images, photos, or video recordings taken during training for marketing and publication/distribution purposes. I hereby release COVENANT TACTICAL LLC or its agents and subsidiaries from any claim upon those images or recordings. I understand, agree with, and verify these statements by placing my initials here: _____

IX. COMPLETE UNDERSTANDING

I have carefully read this agreement and fully understand its content. I have received instructions relating to safety and safe use and operation of weapons and training equipment. I am aware this is a release of liability and a contract between myself and COVENANT TACTICAL LLC. I sign it of my own free will and agree to be bound by its terms.

Executed at _____
Print Location Date

Releasor _____
Print Name Date

Signature _____

Address _____
Street City State Zip

X. PARENT’S OR GUARDIANS’S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR “RELEASOR” UNDER THE AGE OF 18)

In consideration of releasor being under the age of 18 and being permitted by COVENANT TACTICAL LLC to participate in its activities and to use its facilities, I further agree to release, indemnify, and hold harmless COVENANT TACTICAL LLC from any and all actions, demands, damages, attachments, expenses, harm, or destruction suffered or accrued by Releasor or which are brought by or on the behalf of Releasor, and which are in any way connected with participation in the activity by Releasor.

Parent or Guardian _____
Print Name Signature Date

XI. DECLARATION OF WITNESS

I certify that (“Releasor”) acknowledged in my presence that Releasor had carefully and fully understood the meaning and consequences of the foregoing release, and signed it in my presence on the given date.

Witness _____
Print Name

Signature _____

Address _____
Street City State Zip