



Surprise Break Firearms LLC

P.O. Box 264

Arcanum, Ohio 45304 (937) 533-9985

### Student Registration Packet

**Class Name:** \_\_\_\_\_

**Classroom Location:** \_\_\_\_\_

**Class Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Address (City, State and ZIP Code):**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Email – Permission to Contact about future Classes: YES or NO**

### Emergency Contact: Name, Relationship to you, Phone Number

#### Release, Waiver, Indemnification, hold harmless and Assumption of the Risk Agreement

**WHEREAS**, in consideration of being permitted to attend a course for instruction in firearms, for the instruction in firearms for use of premises, and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend Kyle L. Yount, owner and chief instructor in charge of Surprise Break Firearms Training LLC., (herein after referred to as ‘Instructor’) and any other Instructor hired or employed by Surprise Break Firearms Training LLC whether named or not, from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to, or connected with: Undersigned’s presence at and/or participation in the course of instruction: the discharge of firearms by Undersigned; Undersigned’s presence on or use of the range, building, and premises(“Premises”) and any and all acts or omissions of Undersigned. \_\_\_\_\_ **Initial**

Undersigned furthermore waives for himself/herself and for his executor, personal representatives, administrators, assignees, heirs and next of kin any and all rights and claims for damages, losses, demands, and any other actions or claims whatsoever, which he/she may have or which may arise against Instructor, or any other Instructor, (including but not limited to the death of Undersigned and/or any and all injured, damages, or illnesses suffered by Undersigned or Undersigned’s property) which may, in any way whatsoever, arise out of, be related to or be connected with the course of instruction, the Premise, (whether or not entrusted to the Instructor) and discharge of firearms. Instructors shall not be liable for, and Undersigned, on behalf of himself/herself, and on behalf of his/her executors, personal representatives, administrators, assignees, heirs and next of kin, hereby expressly releases the instructor from any and all such claims and liabilities. \_\_\_\_\_ **Initial**

Undersigned hereby agrees he/she understands and expressly assumes the risk of taking part in the course of instruction in firearms and taking part in the activities on the Premises, which include, but are limited to instruction in the use of firearms, the discharge of firearms, and firing of live ammunition. \_\_\_\_\_ **Initial**

Undersigned agrees that the Instructor or instructors, at any time while Undersigned has undertaken the course of instruction may, in his/her/its sole discretion, determine that Undersigned has violated a rule, or rules of the range or of the Instructor, and that the Instructor may require the removal of the undersigned from the premises, without refund, as the Instructor finds it. \_\_\_\_\_ **Initial**



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Undersigned further states that he/she has carefully read this agreement and knows its contents and signs this agreement as his own act.

\_\_\_\_ **Initial**

Undersigned furthermore hereby acknowledges and agrees that he/she has read, understand and will at all times abide by all range rules and procedures and other rules and procedures stated by the Instructor or Instructor's. \_\_\_\_\_ **Initial**

Undersigned expressly agrees that this release, waiver and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of **Ohio**, and that if any provision of this agreement is held invalid or otherwise unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or be statute or otherwise. The election of any one or more remedies hereunder by the Instructor shall not constitute any waiver of the Instructor's right to pursue other available remedies. \_\_\_\_\_ **Initial**

This instrument contains the entire understanding between the parties to this agreement and the terms herein are contractual and not mere recital. \_\_\_\_\_ **Initial**

This agreement binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs, and next of kin. \_\_\_\_\_ **Initial**

I ( \_\_\_\_\_ ) hereby attest that:

1. I am a citizen of the United States of America.
2. I am not currently under indictment for any criminal charges; and
3. I have not been convicted of a felony; and
4. I have never been convicted of any domestic violence offense in any jurisdiction which involved the elements of (1) striking, kicking, shoving, or (2) purposely or attempting to or knowingly or recklessly causing bodily injury, or (3) negligently causing bodily injury to another with a deadly weapon; and
5. I am not subject to any court order issued pursuant to Domestic Violence; and
6. I am not prohibited for any reason from possessing, handling and/or discharging firearms in the State of **Ohio** as per (ORC. 2923) or any Federal Laws.
7. I have never been convicted of a crime in **Ohio** or a criminal offense in another jurisdiction where you could have been sentenced to more than six months in jail that has not been expunged or sealed; and
8. I have never had a firearms purchaser identification card, permit to purchase a handgun, permit to carry a handgun or any other firearms license or application refused or revoked in **Ohio** or any other state; and
9. I am presently, or have never ever been a member of any organization which advocates or approves the commission of acts of force and violence, either to overthrow the Government of the United States or of this State, or which seeks to deny others their rights under the Constitution of either the United States or the State of **Ohio**.

I have read, understand and affirm the above to the best of my knowledge.

**Undersigned:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature**

**Print Name**

I DO/DO NOT give Surprise Break Firearms Training permission to use photograph of myself for any media use. (Circle one)