

# FIREARMS TRAINING AGREEMENT

## RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND HOLD HARMLESS

Date: \_\_\_\_\_

This Agreement is made between **The Responsible Defender/ Corey Bodner** (including all employees, agents, assistants, volunteers, contractors, and representatives) (collectively, “**Instructor**”) and the undersigned **Student/Participant** (“**Student**”).

**Student Name (Print):** \_\_\_\_\_

**Phone/Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

### 1) CONSIDERATION

In consideration of being permitted to attend, observe, and/or participate in firearms instruction, training, and related activities (the “**Course**”) and to enter and use any facility, range, building, land, or premises where the Course occurs (the “**Premises**”), Student agrees to the terms of this Agreement.

### 2) ASSUMPTION OF RISK

Student understands that firearms training, including dry-fire and/or live-fire activities, is inherently dangerous and may result in serious bodily injury, permanent disability, death, and/or property damage. Student voluntarily assumes **all risks**, known or unknown, foreseeable or unforeseeable, arising from participation in the Course and/or presence on the Premises, including risks arising from the acts or omissions of Student and others.

### 3) RELEASE AND WAIVER OF CLAIMS

To the fullest extent permitted by law, Student, on behalf of Student and Student’s heirs, executors, personal representatives, administrators, assigns, and next of kin, **releases, waives, and forever discharges** Instructor from any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses (including attorneys’ fees) arising out of or related to Student’s participation in the Course and/or presence on the Premises, including but not limited to claims involving: (i) firearm handling, discharge, or use of ammunition; (ii) any condition of the Premises, including latent defects; (iii) Student’s property; and (iv) Student’s acts or omissions.

This release includes claims based on **ordinary negligence** to the extent permitted by law, but does not include **gross negligence or willful misconduct** to the extent such claims cannot be waived under applicable law.

### 4) INDEMNIFICATION; HOLD HARMLESS; DEFENSE

To the fullest extent permitted by law, Student agrees to **indemnify, defend, and hold harmless** Instructor from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) Student’s participation in the Course or presence on the Premises; (b) Student’s acts or omissions; (c) Student’s violation of Instructor or range rules; and/or (d) any claim brought by a third party arising from Student’s conduct.

### 5) NO LEGAL ADVICE; STUDENT DUTY TO COMPLY WITH LAW

Student acknowledges that any discussion of laws or statutes during the Course is for general educational purposes only and **is not legal advice**. Student agrees it is Student’s sole responsibility to read, understand, and comply with all applicable federal, state, and local laws in any jurisdiction where Student resides, possesses, transports, uses, or carries a firearm. If applicable to New York, those laws may include the CCIA; safe storage requirements (Penal Law §§ 265.45 and 265.50); disqualifiers under 18 U.S.C. § 922(g) and New York law; restrictions on private transfers (GBL § 898); licensing/registration/recertification requirements (Penal Law

Articles 265 and 400); sensitive/restricted places (Penal Law §§ 265.01-e and 265.01-d); and justification/duty to retreat (Penal Law § 35.15(2)).

## **6) RULES AND REMOVAL**

Student agrees to comply with all Course rules, safety requirements, range rules, and Instructor directions at all times. Instructor may remove Student from the Course and/or Premises for safety reasons or rule violations, in Instructor's sole discretion, without refund and without liability.

## **7) SEVERABILITY; ENTIRE AGREEMENT; GOVERNING LAW**

If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect. This Agreement is intended to be as broad and inclusive as permitted by law and constitutes the entire agreement regarding its subject matter. This Agreement is governed by the laws of the State of **New York**, and any action shall be brought in a court of competent jurisdiction located in \_\_\_\_\_ NASSAU \_\_\_\_\_ County, New York.

## **8) ACKNOWLEDGEMENT**

Student acknowledges Student has read this Agreement, understands it, and signs it voluntarily. Student understands that this Agreement includes a release of liability and waiver of rights, including the right to sue.

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## **SIGNATURES**

**Student Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Student Printed Name:** \_\_\_\_\_

**Instructor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_