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AGREEMENT WITH RESPECT TO PROVISION OF FIREARMS TRAINING  
WITH WARRANTY, INDEMNIFICATION, AND COVENANT NOT TO SUE

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COME NOW THE INSTRUCTOR, \_\_\_\_\_, and  
the Student, \_\_\_\_\_,  
who are further identified below, and, as a part of their agreement with respect to  
training in the proper possession, use and care of firearms, and in consideration of  
the further mutual promises and covenants made herein, do agree as follows:

**DEFINITIONS**

**"The Instructor"** as used herein is defined as including and all persons providing  
space, equipment, materiel, support, services, or training in connection with the  
course or courses of instruction in which the Student may participate, all persons in  
privity with the Instructor, all persons responsible for certification of the course or  
its results, and all persons engaged in the operation of independent facilities used in  
connection with the course, including landowners, range operators, range safety  
officers, and all others providing support for the course of instruction whether or  
not such persons be in privity with either the instructor, as third party beneficiaries  
to this agreement.

**"The Student"** as used herein is defined as including without limitation, himself,  
his assigns, heirs, executors, personal representatives, and all persons having claims  
arising out of his presence and participation in the course or courses in which he  
may participate, or in which he may have registered, whether or not such persons  
be in privity with the Student.

"**The Course**", as used herein, means any and all courses of instruction contemplated by this Agreement, in which the Student may participate or have been registered to take, as well as the training and instruction provided in connection therewith.

### **CONSIDERATION**

The Instructor agrees to provide reasonably competent training and instruction in the possession, use, operation, and care of certain firearms within the scope of the Course, and to provide access to certain equipment, facilities, and materiel in connection therewith, as further limited hereinafter; and such offer to provide training and instruction shall be considered a part of the inducement by which the Student shall have decided to be bound by the terms of this Agreement.

The Student agrees, warrants, represents, and covenants to be bound by the supplemental provisions herein contained, and his agreement, warranty, representations of fact, and covenants shall be considered part of the inducement to engage the Instructor for the purposes herein stated.

### **SUPPLEMENTAL PROVISIONS**

The parties further understand agree, and covenant as follows:

- 1) The Student agrees to follow the instructions given by the Instructor within the context of the Course rigorously, and not to exceed the scope of those instructions.
- 2) The Student will indemnify and hold harmless the Instructor against all claims arising out of the Student's ownership, possession, use, operation, and care of firearms, whether caused by the Student or third parties, and whether the damage be sustained by the Student or third parties.
- 3) The Student warrants and represents that he is of legal age and competent to enter into this agreement, and the Student makes this representation of fact with the specific intention that the Instructor rely thereon.

- 4) The Student further affirms, warrants, and represents that he has no knowledge of, or reason to believe that there is any legal or equitable impediment to his ownership, possession, or receipt of firearms; that he is not prohibited by the provisions of Chapter 44 of Title 18, United States Code from receiving or being in possession of a firearm; that his possession and use of firearms in connection with the training contemplated by this Agreement will not be in violation of any statute of his state of residence or of any published ordinance applicable to the locality in which he resides; and that he is lawfully entitled to be in possession and to use firearms for his personal use and that he will not sell or transfer firearms to any other person in connection with the training without specific authorization from the Instructor.
- 5) The Student represents and warrants that he understands that the possession, use, operation, and care of firearms by himself and others in the Course may involve extraordinary risks of personal and property damage to himself and others, including serious injury and death, and voluntarily assumes those risks and promises to make good such damage as he may cause to others through his own participation in the Course.
- 6) The Student covenants not to sue, and that he will not file any legal action, suit in equity, or other petition for judicial or quasi-judicial determination of his rights with respect to claims the Student may have against the Instructor at any time, whether by court, arbitrator, or mediator, other than for specific willfully tortious acts and only with respect to the specific persons whose willfully tortious acts caused his damage.
- 7) The Student will use the skills and knowledge gained in the Course only in or for lawful activities and not for any improper purpose.
- 8) The Student will conduct himself in a manner consistent with the ideals of the National Rifle Association, and to avoid such behavior as may tend to bring the the possession of firearms and the sport of shooting into disrepute.
- 9) This Agreement is not made at any place which would subject the Agreement to the provisions of the Virginia Home Solicitation Sales Act.
- 10) The Course does not purport to make the Student an expert in the use, operation, or care of firearms, and serves merely to expose the Student to the information required to enable him to exercise the requisite degree of proficiency to safely be in possession of firearms, as well as to be able to use, operate, and care for firearms safely.
- 11) The Course does not purport to enable the Student to carry a firearm in public, or to use a firearm in situations other than as specifically authorized by the Instructor within the scope of the course of instruction.
- 12) This Agreement shall not act or operate as a release of claims against other course participants, each of whom (including the Student) agrees to be responsible for all of the consequences of his own negligence and willful misconduct.
- 13) Possession of illegal or controlled substances, alcohol, or any other material which when consumed might interfere with a person's judgment and co-ordination are prohibited on

real property used in connection with the Course, and specifically prohibited in, around, or near any firing range, other than as authorized by a physician.

- 14) Loaded firearms of all descriptions and calibers or gauges are prohibited on real property used in connection with the Course, other than as authorized by the Instructor or Range Safety Officer, and then only while in the ready firing position on the firing line. Upon leaving the firing line, all firearms will be unloaded and it will be the responsibility of the holder of said firearm to ensure the safety of such firearm.
- 15) No person shall shoot at any living animal or other object aside from targets designated by the Instructor in connection with the course or while on any property upon which any part of the course of instruction may be held.
- 16) The parties understand and agree that any use of a firearm, including the mere reference to or threat to use a firearm, may result in severe criminal and civil sanctions, and that each has had an opportunity to discuss this Agreement with an attorney of his own choosing, and will continue to consult such attorney with respect to legal issues regarding the ownership, possession, transfer, use, operation, maintenance, and care for firearms.
- 17) Hearing and eye protection are mandatory for everyone on or near the firing range.
- 18) This Agreement shall be construed according to the laws of the Commonwealth of Virginia.
- 19) This Agreement shall be subject to adjudication in courts of competent jurisdiction in the County of Fauquier, Commonwealth of Virginia, and the parties agree to waive venue in any other Place.
- 20) Failure to observe the requirements of this Agreement, or to waive any provision thereof, on any one occasion, shall not operate as a continuing waiver, and shall be limited to the specific time or times upon which such waiver may occur.
- 21) Should any part or provision in this Agreement be held to be invalid or inoperative by a court of competent jurisdiction, then the specific language that is the cause of the invalidity or inoperability alone shall be stricken from the Agreement, the remainder of which shall function as originally intended.
- 22) This Agreement may be modified only in a written instrument signed by all parties.

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DONE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at:  
\_\_\_\_\_ (City / County), Virginia, by:

[SEAL] \_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Student's Full Name, Printed or Typed  
Student's physical address:

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E-Mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

\_\_\_\_\_  
Instructor

NRA Number: \_\_\_\_\_

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

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