

EQUIPPED DEFENSE LLC

NRA & USCCA Certified, CRSO 29032 County Road 361 Buena Vista, CO 81211 info@equipped-defense.com https://equipped-defense.com

TRAIN & EDUCATE DON'T ISOLATE

GET <u>EQUIPPED</u>

PARTICIPANT INFORMATION

Full Name		DOB	/	/	
Mailing Address					
City	State		_ Zip		
Phone	Email				
[]Male []Female Course (circ	le) <u>NRA Courses</u> -	BP RSC	CCW		
	USCCA Courses -	CCHDF	WHSDF	EFAF	CTMST
Course Date///	Course Location				
NRA ID #(if applicable)	USCCA ID #	(if applicab	le)		
Emergency Contact Name					
Phone	Relation				

BACKGROUND INFORMATION

Please read and answer <u>all</u> the following questions <u>carefully</u>. Circle Yes or No and/or fill in the blanks as indicated. If you have any questions or concerns, please see your instructor.

This information is required for your protection, as well as the protection of the instructor(s), other students, and any other individual(s) involved for the duration and/or activities of the above-named course, due to the handling of firearm(s) during the training program.

We reserve the right to refuse admission to any student, and/or ask student(s) to leave a class and/or range at any time in the event of a safety violation, security concern, or other inappropriate behavior. Dismissal from a class and/or range, will be in accordance with any applicable range SOP (standard operating procedures), or otherwise at the discretion of the instructor(s) and/or range safety officer(s).

1. Have you been treated for alcoholism within the past 10 years or ever been involuntarily committed as an alcoholic?	Yes	No
2. Have you had two or more alcohol-related convictions within the past		
ten years?	Yes	No
3. Have you ever been convicted of perjury under C.R.S. Section 18-8-503	3? Yes	No
4. Are you currently the subject of either a criminal or civil restraining orde	er? Yes	No
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 Are you under indictment or information in any court for a felony, or any other crime, for which the judge could imprison you for more than one year? Have you been convicted in any court of a felony, or attempt or conspiracy to commit a felony, or any other crime for which the judge could have 	Yes	No
imprisoned you for greater than one year, even if you received a shorter sentence including probation?	Yes	No
7. Are you a fugitive from justice?	Yes	Νο
Are you an unlawful user of, or addicted to, marijuana, or any depressant, stimulant, or narcotic drug, or any other controlled substance?	Yes	No
Have you ever been adjudicated mentally defective (which includes having been adjudicated incompetent to manage your own affairs) or have you ever been committed to a mental institution?	Yes	No
10. Have you ever been convicted in any court of a misdemeanor crime of domestic violence as defined in the code of Federal Regulations, subpart 178.11?	Yes	No
11.Have you ever been adjudicated as a juvenile for a crime that would constitute a felony if committed by an adult or attempt or conspiracy to	162	NO
commit a felony, under any state law or federal law?	Yes	No
12. Have you ever been discharged from the Armed Forces under dishonorable		
conditions?	Yes	Νο
13. Have you ever renounced your United States citizenship?	Yes	No
14. Are you of alien or non-citizen status in the United States?	Yes	Νο

If you answered YES to any of questions #1-14 above, please see an instructor before class or during the first break.

15. Do you have any medical conditions, learning disabilities, physical disabilities or special needs that might interfere with your active participation in a classroom, and/or on a range, for multiple hours at a time up to a multi-day course or any other condition that would otherwise make it difficult for you to complete the course including the written exam(s)?

If you answered YES to question #15 above, please enter details below and see an instructor before class or during the first break:

16. The student handbook, course materials, lecture presentation, discussion, range commands and written exam are in English. Do you speak, write, and comprehend English sufficiently to complete the course?

Yes No

No

I hereby certify that all the above information provided is true and complete to the best of my knowledge.

Printed Name/Parent/Guardian

Signature



PARTICIPANT WAIVER, RELEASE, AND INDEMNITY

In consideration for the agreement of Equipped Defense LLC (Equipped Defense) to allow the undersigned, and/or any participant for whom I sign below, any of the following consideration: classroom instruction, training, access to or use of shooting range facilities, including indoor and/or outdoor ranges and simulators, rental of firearms provided by Equipped Defense at/for its required activities and specified locations, and other good and valuable consideration, I acknowledge, understand, certify, and agree to the following (this Release):

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH FIREARMS ACTIVITY.

- I understand and acknowledge that the shooting of firearms ("Firearms Activity" or • "Activity") at any indoor and/or outdoor range or facility is a HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY and that, as an observer or participant, I may suffer serious bodily, psychological, and neurological injury or death, or cause injury to another person or property. Among the possible causes of serious injury or death include, but are not limited to (i) exploding or malfunctioning weapons and ammunition, even if rented from Equipped Defense; (ii) direct fire or ricochet of a bullet, either from my weapon, a rental weapon, or the weapon of an instructor or another participant; and (iii) hearing loss, eye injuries and/or loss of eyesight; (iv) inhalation or contact with airborne hazards, including lead; and (v) injury or death resulting from a slip, fall, collision, noise, or environmental condition (including air quality), even if not directly caused by firearms but while I am a participant of any and all activities and/or services provided and organized by Equipped Defense and while on any and all facility premises specified and used by Equipped Defense. I understand that injury or death could result from other causes not listed above, and that any event, whether obvious and latent, natural, or man-made which causes injury or death is covered by this Release.
- I am voluntarily participating in Firearms Activity with knowledge of the danger involved and agree to accept any and all risks of serious injury or death, economic loss, property damage or loss that may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of Equipped Defense, its instructors, Range Safety Officers, participants and/or students, employees and others, and/or the condition of any and all facilities used by Equipped Defense, and I voluntarily agree to assume this risk.
- I understand that under C.R.S. §13-21-111.8 ANY PERSON WHO ENGAGES IN SPORT SHOOTING ACTIVITIES AT A QUALIFYING SPORT SHOOTING RANGE, AS DEFINED UNDER C.R.S. §25-12-109(2), ASSUMES THE RISK OF INJURY OR DAMAGE ASSOCIATED WITH SPORT SHOOTING ACTIVITIES.

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ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH SELF-DEFENSE TRAINING.

- I understand and acknowledge that the curriculum in these classes will include physical activity and may include physical contact and may be hazardous and result in personal injury.
- I understand that, depending on my personal history, participation in these classes may trigger an emotionally traumatic response that lasts beyond the confines of the class.
- I understand that at any time during the class I am free to elect not to participate in any given activity (or part of an activity) for any reason. I understand and acknowledge that doing so may disqualify me from a "Pass" grade and certification, per the better judgement and discretion of the class instructor.
- I understand that by attending one of these classes, I am voluntarily participating in the physical activity associated with the class with knowledge of the danger involved and agree to accept any and all risks of serious injury or death, economic loss, property damage or loss that may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of Equipped Defense, its instructors, Range Safety Officers, participants and/or students, employees and others, and/or the condition of the of any and all facilities used by Equipped Defense, and I voluntarily agree to assume this risk.

RELEASE AND INDEMNIFICATION.

I, my personal and legal representatives, heirs, successors and next of kin do hereby unconditionally and irrevocably release, waive and discharge Equipped Defense, its owners, managers, employees, officers, range safety officers, agents, representatives, attorney, independent contractors, subsidiaries, affiliates, instructors, trainers, range facility owners and/or operators whether indoor and/or outdoor, classroom facility owners and/or operators, and each, every and all persons acting by, through, under or in concert with any of them (Released Parties) from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorneys fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Firearms Activity, except as may be solely and directly the result of gross negligence or willful misconduct on the part of Equipped Defense or any Released Party. I further agree to indemnify and forever hold harmless Equipped Defense and all other Released Parties from any and all injuries and damages, liabilities, causes of action, judgments and any and all claims arising under, arising out of, or related to my use of rentals and/or equipment owned and/or provided by Equipped Defense, and/or with my presence at or participation in any and all courses provided by Equipped Defense, my presence on or use of the range(s) and/or related land, classroom(s) building(s) and any and all of my acts, errors, or omissions with a firearm now and/or in the future, even if such damages are caused by any Released Party through negligence or breach of any legal duty or standard of care.

COVENANT NOT TO SUE.

I, my successors, next of kin, heirs, guardians, and legal and personal representatives will not make any claim or otherwise seek losses, costs or expenses of any nature whatsoever, known or

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unknown, suspected or unsuspected, against any of the Released Parties for any injury, damage, death or any other loss arising from or related to participating in the Activity organized, conducted, and/or provided by Equipped Defense and on or about any and all premises and/or facilities used or provided by Equipped Defense, including without limitation, wrongful death, personal injuries, death and/or personal injuries to third parties, and injuries to property, real or personal.

SIMULATORS.

- I understand and agree that simulators used and/or provided by Equipped Defense may contain graphic content and disturbing images, and that viewer discretion is advised for all content shown on any simulator.
- I agree to indemnify and hold the Released Parties harmless from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorneys fees, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my use of the simulators used and/or provided by Equipped Defense.

EQUIPMENT.

I accept full financial responsibility for the repair of any equipment that I rent, borrow, or use that is owned by Equipped Defense or any of the range(s) and/or related land, classroom(s) building(s) and/or any other associated facilities, in the event damages were directly caused by my or my guests inappropriate use of such equipment.

CHOICE OF LAW; INTERPRETATION.

This Release shall be interpreted according to the laws of the State of Colorado. In the event that any court of competent jurisdiction determines that any provision herein is too broad, the Release shall be interpreted so that the provision is interpreted in a manner so as to maximize the protection intended for Equipped Defense and the Released Parties, and this Release, to the extent so modified, shall remain in full force and effect.

SUCCESSORS.

This Release is binding upon me, my successors, next of kin, heirs, guardians, and legal and personal representatives.

KNOWING AND VOLUNTARY EXECUTION.

I have carefully read this Release and fully understand its content. I am aware this is a full release of liability by me of Equipped Defense and all Released Parties, and that by signing it, I have given up substantial rights (including the right to sue) and I sign it of my own free will. This Release and the terms and conditions contained herein shall be deemed restated and re-certified upon each use and/or participation of Equipped Defense services and/or equipment, unless otherwise indicated in writing.

COVID-19.

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which Equipped Defense LLC fully complies with.

In consideration of my participation in any and all classes and/or activities provided by Equipped Defense, I acknowledge and agree to the following:

I am aware of the existence of the risk, and that my participation may cause injury or illnesses such as, but not limited to Influenza, MRSA, or COVID-19, that may lead to paralysis or death.

I have not experienced symptoms associated with COVID-19 such as fever, fatigue, difficulty breathing, dry cough or any other symptoms related to COVID-19 or any communicable disease within the last 14 days.

I am fully and personally responsible for my own safety and actions while participating in any and all classes and/or activities provided by Equipped Defense, and I understand that during my participation I may be at risk of contracting COVID-19.

I hereby release, waive, discharge Equipped Defense and all Released Parties from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained related to COVID-19, by me or any other person in any way connected to, related to, or arising out of my participation and/or use of facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless Equipped Defense from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the Released Party due to injury, loss, or death from or related to COVID-19.

Printed Name/Parent/Guardian	Signature	// Date
Witness Printed Name	Witness Signature	// Date
Participant Name (if minor)	// DOB	

EQUIPPED DEFENSE RULES & REQUIREMENTS

GENERAL RULES & REQUIREMENTS (Please read and initial next to each.)

- _____ Act responsibly and with respect <u>AT ALL TIMES</u>.
- All participants are required to complete and sign the Participant Information & Background, read and sign the Participant Waiver, Release & Indemnity and to read, initial, and sign the Rules & Requirements.
- <u>NO</u> drugs or alcohol shall be used in combination with firearms or shooting activities.
 Never consume alcohol or take drugs (including marijuana) before or while shooting.
 Always wash your hands thoroughly with soap and cold water after training, shooting, or working with firearms.
- If you are unable to demonstrate safe firearm operation, are conducting yourself in an inappropriate manner, or violate any of the listed rules, you may be asked to leave the class or range and will forfeit your certification and "Pass" grade.
- Equipped Defense Age Restrictions: Under 13 years old not allowed to participate in class or range activities. 13-17 years old - must be supervised by a parent or legal guardian, and cannot rent firearms. 18-20 years old - may shoot personally owned handguns without parent or legal guardian supervision, cannot rent handguns. Must be 21+ to rent firearms. Participants that require firearm rental, must inform the instructor(s) prior to the class and to complete rental agreement.

UNIVERSAL FIREARM SAFETY RULES

- _____ <u>ALWAYS</u> keep the gun pointed in a safe direction.
- _____ <u>ALWAYS</u> keep your finger off the trigger until ready to shoot.
- _____ <u>ALWAYS</u> treat a firearm as though it is loaded.
- _____ <u>ALWAYS</u> know your target and what's around it.

CLASSROOM RULES & REQUIREMENTS

- <u>NO LIVE AMMUNITION</u> in the classroom.
- _____ <u>NO FIREARMS</u> allowed in the classroom unless approved by the instructor(s).
- _____ All participants are responsible for ensuring that their firearms and ammunition are safely and securely stored during classroom sessions.

RANGE RULES & REQUIREMENTS

_____ All participants must listen and agree to the verbal safety briefing given by the instructor(s) or range safety officer(s) before commencing shooting activities.

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- Eye and Ear protection is required during all shooting activities, and/or at the discretion of the instructor(s) or range safety officer(s).
- _____ Notify the instructor(s) or range safety officer(s) immediately if you observe any unsafe behavior or conditions.
- All participants are responsible for knowing and understanding how to operate their firearm safely and ensuring that their firearm is maintained and in good working order.
 All participants are responsible for ensuring they have the correct ammunition for their firearm, or rental, and that the ammunition has not been exposed to various elements.
 Appropriate attire must always be worn on the range. Appropriate attire includes but is not limited to, closed toed shoes and high neckline shirts. No low-cut shirts, flip flops/sandals or any apparel that interferes with the safe operation of firearms on the range. Participants must also ensure they have weather appropriate attire.
- The following types of ammunition are not permitted for Equipped Defense classes and range sessions because of the extensive damage they cause: steel ammo of any kind (including steel cased ammo), tracer ammo, incendiary ammo, or penetrating ammo of any kind. There is a zero-tolerance policy with regards to this damaging ammunition. If a participant is found with any of these ammunition types, the instructor(s) or range safety officer(s) will ask the participant to leave, and the participant will forfeit their certification and "Pass" grade.
- Only handguns will be permitted on the range for handgun courses. No .50 cal. or any other high caliber handgun round such as 500 S&W Magnum, 50 Action Express, 480 Ruger, 460 S&W Magnum, 454 Casull, 45-70 (shot in the "BFP" pistol frame). If you have a question about a particular caliber, please contact your instructor(s).
- Only rifles will be permitted on the range for rifle courses. Rifle rounds up to .30 caliber (.308/30-06/.300Win) or 7.62mm are allowed.
- All shooting activities must be conducted in a safe, controlled, and accurate manner.
- All firearms must be transported in a case, bag, or holster, to and from the range.
- Firearms may only be uncased or removed from holster at the firing line and at the direction of the instructor(s) or range safety officer(s).
- _____ Always keep the firearm action open, magazines removed and only load when instructed by the instructor(s) or range safety officer(s) and ready to commence firing.

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- Checking and Clearing procedures must be done before shooting activities commence, and after each shooting activity has ended. The firearm must be confirmed clear by the shooter and a second individual.
- Participants may fire only when safe conditions exist: all shooters must stand in their respective positions on the firing line and all non-shooters must remain behind the firing line with ample distance. <u>NO ONE</u> should cross the firing line at any time, unless all firearms on the firing line have been Checked and Cleared and the instructor(s) or range safety officer(s) have approved downrange movement. <u>NO FIREARM</u> should leave the firing line at this time.
- Participants are not allowed to draw from a holster, unless instructed to do so by the Instructor(s) or range safety officer(s). Drawing from the holster without approval may result in dismissal from the range and forfeiture of certification and a "Pass" grade.
 Upon the command "CEASE FIRE", stop all shooting immediately, all firearms must be Put down and the participants back away from the firing line. Participants may not re-approach the firing line or pick up any firearm until the instructor(s) or range safety officer(s) gives the "all clear".
- Firearms may only leave the firing line once unloaded, Checked and Cleared, and cased, bagged, or re-holstered.

CERTIFICATION OF PARTICIPANT

- **Skill Level.** At the time of signing this document, I certify my skill level to be (mark all that apply):
 - [] Beginner less than 5 hours of live fire experience OR unable to remove jammed ammunition from a firearm.
 - [] Intermediate between 5 and 25 hours of live fire experience AND able to remove jammed ammunition from a firearm.
 - [] Advanced More than 25 hours of live fire experience and able to remove jammed ammunition from a firearm.
 - [] Current OR prior holder of Colorado Concealed Carry Weapon Permit.
 - [] Former Military and/or Law Enforcement
 - [] Competition shooter

- RULES & REQUIREMENTS. I hereby certify that I have read and understand the Equipped Defense Rules & Requirements, attached hereto. I agree to obey and follow all rules and requirements set forth hereto, as well as any and all commands given by the instructor(s) and/or range safety officer(s), including but not limited to, being asked to leave the classroom and/or range facility. If the participant is a minor, parents or legal guardians certify that the minor has read and demonstrated understanding of the Equipped Defense Rules & Requirements.
- NO PROHIBITION. I hereby certify that there exists no condition, whether physical, mental, legal (including without limitation any adjudication, conviction, etc.) or otherwise that would prohibit me from engaging in Firearms Activity at any time as a participant of Equipped Defense, or any health or medical condition that might be impacted or worsened by my participation in Firearms Activity (including without limitation, pregnancy, heart problems and/or breathing problems.
- EQUIPMENT. I have, prior to engaging in any Firearms Activity as a participant of Equipped Defense, determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by the document attached hereto.

Printed Name/Parent/Guardian	Signature	// Date
Participant Name (if minor)	// DOB	