



## United States Shooting Academy

6500 E. 66<sup>th</sup> St. N.

Tulsa, OK 74117



### ACKNOWLEDGMENT, RELEASE, AND HOLD HARMLESS AGREEMENT FOR USE OF USSA FACILITIES

I \_\_\_\_\_, on this date (or event), \_\_\_\_\_, in order to utilize the facilities at the United States Shooting Academy ("USSA") and in consideration to the right to enter and use the facilities and services of USSA during the above stated date or event do enter into this Acknowledgment, Release, and Hold Harmless Agreement ("Agreement"), and do hereby consent and agree as follows:

1. I acknowledge that engaging in target shooting and the firearm training activities conducted at USSA are dangerous activities. I am fully informed and understand that these risks, hazards, and dangers include the risk of serious bodily injury, including permanent disability, paralysis, and death, as well as damage to property. I engage in these activities voluntarily and at my own risk.
2. I acknowledge and represent that I am familiar with the significant risks and dangerous nature of these activities and hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others, and without limitation or qualification.
3. I acknowledge that at the time of signing this Agreement I am of sufficient physical and mental condition to engage in target shooting and/or firearm training activities as USSA.
4. I agree that USSA, or any representative thereof, may, but has no duty to, provide to me with first aid, or through medical personnel of their choice, medical or training assistance, transportation, and emergency medical services if I am injured at USSA. This consent does not, however, impose any affirmative duty upon USSA to provide such assistance, transportation or services. I agree to be solely responsible for all medical expenses incurred in connection with my association with USSA and/or my use of USSA's facility. I understand that I may be unattended and unsupervised, and medical attention may be hours away, if any. I understand I may die without getting any medical attention, by getting improper attention, and/or not being evacuated promptly, or at all.
5. In consideration for utilizing USSA's services and/or facilities I do on behalf of myself, my heirs, ancestors, administrators, and assigns, release, waive, discharge and covenant not to sue USSA, its successor, officers, employees, agents, representatives, contractors, subsidiaries and affiliates and each person acting by, through, under or in concert with any of them (herein after referred to as "Released Parties") with regard to any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury including death, that may be sustained by me, or at any property belonging to me, whether caused by the negligence or gross negligence of the Released Parties or otherwise, while participating in any target shooting or firearms training activities, or while upon USSA's premises where the activities are being conducted.
6. I shall indemnify, without qualification or limitation, the Released Parties, and shall defend and hold the Released Parties harmless from any and all claims, causes of action, demand, or charges of every kind (including attorney's fees and costs) which any party may claim to have for property damage or personal injuries or any other damages, including death, arising from any cause or reason of every kind pertaining to or referring to or relating to (1) my use of USSA's facilities; (2) my activities on the USSA facility; (3) from any training I receive from USSA; and/or (4) my use of any vehicles, assets, or materials of USSA.
7. This Agreement shall be construed and interpreted pursuant to Oklahoma Law, and, each party hereby consents to jurisdiction over it by, and exclusive venue in, the District Court of Tulsa County, Tulsa, Oklahoma, wherein all litigation against other parties shall be commenced.
8. In the event any provision of this Agreement is held to be over broad as written, such provision shall be deemed to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law.
9. By my signature on this Agreement, I state that I have no criminal convictions, am not currently under indictment or prosecution for any offenses, and am not wanted for questioning or arrest by any law enforcement or government agency. I further state that I have no history of mental illness or substance abuse. I understand that my training may be terminated at any time during the course if my actions are not deemed appropriate by the United States Shooting Academy's staff.
10. I affirm that I have read, understand, and agree to be bound by the terms of this Agreement.

## USSA SAFETY AND RANGE RULES

- Always keep the gun pointed in a safe direction for everyone.
- Always keep your finger off the trigger until ready to shoot.
- Always treat every firearm as if it is loaded.
- Always be sure of your foreground, target, backstop, and beyond.
- Always wear eye and ear protection.
- Speed limit is 10 MPH on all USSA property.
- No alcohol or other intoxicating substances are allowed on USSA property.
- No rifles or pistol caliber carbines on 25-yard pistol bays. Rifles will be confiscated!
- Pistol caliber ammo only on 25-yard pistol bays.
- No magnum, steel-core, green-tip, or other armor piercing ammo on steel targets.
- No shotguns without permission.
- No collecting brass that is not yours.
- No parking on the grass anywhere without permission.
- No tracer ammo or incendiary or explosive targets or devices without permission.
- Violators of USSA rules risk immediate firearm confiscation and legal action.

**Safety is everyone's responsibility.** Anyone who observes an unsafe act or condition has the right to call cease fire and report the problem to USSA staff. If you see something, say something.

**If you brought CHILDREN under 18, please enter their NAMES and BIRTH DATES:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

D.O.B.: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

D.O.B.: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

I acknowledge that I am the parent or guardian of the above listed children and I am responsible for them.

I understand and acknowledge the above Release and Hold Harmless Agreement for use of the USSA facilities.

I understand and acknowledge the above USSA Safety and Range Rules.

In summary, by my signature below, I acknowledge that if I or any of my children are injured in any way, this Agreement prevents and prohibits any recovery of money from any USSA related entity.

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

E-mail: \_\_\_\_\_ Phone Number: \_\_\_\_\_

How did you hear about USSA? \_\_\_\_\_