

# TRAINING SOLUTIONS INTERNATIONAL LLC

## Student Liability & Legal Release Form

THIS IS A LIABILITY AND LEGAL RELEASE -- READ BEFORE SIGNING

I \_\_\_\_\_ (name) who has registered and anticipate full participation in  
the \_\_\_\_\_ (Name of Course) to be delivered on this \_\_\_\_\_ (date) of  
\_\_\_\_\_ (month), \_\_\_\_\_ (year) in for and in consideration of the services of TRAINING SOLUTIONS INTERNATIONAL, LLC, its agents, instructor(s), officers, representatives, directors, volunteers, participants, employees, staff and all other persons or entities acting in any capacity on behalf of Training Solutions International, LLC. I hereby fully acknowledge, understand, agree to, release and hold harmless Training Solutions International LLC, on behalf of myself, acting agents representing both real or personal property, heirs, next of kin, assigns, personal representative and estate and acknowledge each Article as follows:

1. I acknowledge the risks and dangers that exist in my participation in TSI courses and training. I assume the risk(s) which could result in physical and/or emotional injury, paralysis, death, or damage to myself, to property, or to third-parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity(ies). The risk(s) include, but are not limited to, among other things: the undersigned or third-parties being shot by a firearm; suffering hearing loss, eye injury or loss, inhalation or contact with airborne contaminants, and/or flying debris, exposure to OC/ASR/pepper spray/CS gas and other similar chemical agents, including both live and inert, exposure to electroshock devices, and being struck anywhere on my person (body), exposure to risks inherent to outdoor activities such as bodily injury and death, animal and insect bites, inclement weather and environments, tiredness, fatigue, heat and cold related injuries, and poisonous plants. I also acknowledge that I can be expected to receive bruises, bodily discomfort, redness, and slight injuries as a result of participating in these activities of necessity and require that I endure periods of discomfort and pain. Furthermore, I understand that the INSTRUCTOR(S), have a difficult job to perform. The INSTRUCTOR(S) seeks safety, but the INSTRUCTOR(S) is not infallible. The INSTRUCTOR(S) might be unaware of a participant's fitness or abilities. The INSTRUCTOR(S) may give inadequate warnings or instructions, and the equipment used might malfunction.
2. I expressly agree and promise to accept all of the risks existing in this activity. Participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to indemnify and hold harmless Training Solutions International LLC, its agents, officers, representatives, directors, officers, volunteers, participants, employees and staff against loss or expense including attorney's fees, by reason of the liability imposed by law upon Training Solutions International LLC. It is further understood and agreed that this WAIVER AND ASSUMPTION OF RISK shall (at the option of Training Solutions International LLC) defend Training Solutions International LLC. I will provide appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in the defense of any litigation, mediation and or arbitration suit arising hereunder. It is further agreed that all disputes shall be submitted to binding and litigated or arbitrated within the State's jurisdiction and venue of Training solutions International LLC registered office and settled in accordance with the rules of the Court or the American Arbitration Association. I hereby voluntarily release Training Solutions International LLC, its agents, officers, representatives, directors, officers, volunteers, participants, employees, and staff, forever (discharge) and agree to indemnify and hold harmless from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of any equipment or facilities including any and all, but not limited to, indoor or outdoor shooting ranges, including any such Claims which allege negligent acts or omissions of Training Solutions International LLC, its agents, officers, representatives, directors, officers, volunteers, participants, staff and employees.
3. I agree to be personally responsible for my own safety. I agree to follow all instructions given by INSTRUCTOR(S) immediately, except if I should have any reservations about any of the INSTRUCTOR(S)' instructions, I shall, while maintaining safety for myself and others, immediately notify of such. I may choose NOT to participate in any activity in this course of instruction that I deem unsafe. I additionally acknowledge that the INSTRUCTOR(S) may, at any time, make a judgment call such as but not limited to safety, disorderly conduct, or acting in an unprofessional or unsafe manner and should I fail to correct my actions after being warned, the INSTRUCTOR(S) may use their own discretion and determine whether or not I may continue with the course by termination. Upon termination, I understand that I will have to leave the course/facility immediately and not be entitled to any refund of monies paid and all materials presented to me on that day or any related materials/equipment to the course will be returned as property of Training Solutions International LLC.
4. I agree that at anytime, if I am not capable, whether physically/mentally challenged in completing the required demands and/or functions of the course, I am required to immediately advise the INSTRUCTOR(S). I agree to perform the techniques and skills taught at no greater speed or force level that I am comfortable with and competent at. I shall perform only those techniques and skills taught by the INSTRUCTOR(S), and shall not improvise additional techniques on my own during the course of this instruction. I agree that the INSTRUCTOR(S) have no responsibility to accommodate me or change the instruction of the course. Prior to this course, upon registration process and prior to registration I acknowledge and I read all the requirements of this particular course.
5. I shall immediately notify an INSTRUCTOR(S) of any injury that I receive, or that I observe injury to any other participant.

6. I agree to make every effort to make the training area safe. However, should I become aware of any potentially unsafe aspect of the training area, including unsafe behavior of other participants, I agree to immediately notify the INSTRUCTOR(S).

7. (Firearms Classes ONLY) I agree when arriving or departing range property, I must keep the firearm(s) unloaded and either cased or actions open, this includes concealed weapons while on the shooting range or any real property where the class instruction is being held.

8. I consent to having my photograph taken while participating at Training Solutions International LLC classes/events. These pictures may be displayed in any and all Training Solutions International LLC publications, including but not limited to newsletters, the official website, brochures, advertisements, and any and all media including video, unlimited by Training Solutions International LLC

9. (Defensive Tactics and Self Defense Classes ONLY) I acknowledge that the following areas are particularly susceptible to injury. Unless instructed, I will avoid striking them altogether, and I agree to exercise extreme caution when working with or near them in any way: temple, ears, eyes, bridge of nose, upper lip, throat, neck, solar plexus, groin, kidneys, tail bone, spine, all joints, instep, collarbone, lower abdomen.

10. I understand that engaging in defensive techniques, firearms, survival, outdoor, and/or other related classes, courses of instruction, and instructional activities constitutes my involvement in a very hazardous and dangerous activity with the accompanying risks of personal injury or death and loss or damage to personal property, and I hereby voluntarily assume those risks.

11. Should an INSTRUCTOR(S) or any person present at this training event provide transportation in connection with this training, I acknowledge that such transportation is provided solely as a convenience to me and that it, unless stated otherwise, is not part of the training and that the Training Solutions International LLC INSTRUCTOR(S), agents, employees, and staff has no responsibility or liability in connection with the transportation, unless so stated as part of a course.

12. I specifically release the shooting range owner/operator, any property owners/lessees/agents, state and federal government, the event sponsor(s)/class instructor(s), all individuals participating in the administration of the event/class instruction, and the Officers and Directors of any shooting range or venue from any and all claims or liability related to these events/class instructions. I agree to indemnify the above-mentioned entities and individuals for any and all expenses and liability they incur as a result of any of my conduct related to the Training Solutions International LLC shooting events/class instructions.

13. I certify that I am not a fugitive from justice, or under indictment. I have not been convicted of a felony, misdemeanor or any crime. I am not drug or alcohol dependent; I am not under adjudication of mental incompetence; I have not been convicted for domestic violence.

14. I expressly agree that the foregoing, Liability Waiver and Release is intended to be as broad as is permitted by the laws of the United States. I further agree that if any provisions of this agreement are held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect. WHEREFORE, I have had sufficient opportunity to read this entire document. I have read, acknowledge and understand the LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK and fully understand its terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

X \_\_\_\_\_

(Participant's Printed Name) (Date)

X \_\_\_\_\_

(Participant's Signature) (Date)

**FOR PARTICIPANTS OF MINOR AGE: (UNDER AGE 18 AT TIME OF APPLICATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/her release of the TRAINING SOLUTIONS INTERNATIONAL LLC and all other Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

X \_\_\_\_\_

(Parent or Legal Guardian's Printed Name) (Date)

X \_\_\_\_\_

(Parent or Legal Guardian's Signature) (Date)