

WEAPONS TRAINING SERVICE AGREEMENT

THIS WEAPONS TRAINING SERVICE AGREEMENT is made effective as of the _____ day of _____, _____ by and between **SHOOTER SCHOOL WEAPONS TRAINING SITE INCORPORATED**, an Illinois corporation (hereinafter “SSWTSI”) and _____ (hereinafter “CLIENT”).

WHEREAS, **SSWTSI** is dedicated to presenting realistic training courses and tactical awareness to deadly force encounters.

WHEREAS, **CLIENT** desires to engage **SSWTSI** to provide weapons training to **CLIENT’s** personnel (“hereinafter “**STUDENTS**” or “**STUDENT**”).

NOW THEREFORE, In consideration of the covenants and performances recited herein, the parties agree as follows:

1. The forgoing recitals are incorporated herein by reference;
2. **CLIENT** shall pay **SSWTSI** within thirty (30) days from the date of execution of this Agreement the full balance owed of \$_____. If **CLIENT** fails to make the payment called for in this paragraph, **SSWTSI’s** obligations under this Agreement shall be terminated. In no case shall **SSWTSI** provide the weapons training set forth herein to **CLIENT** or **STUDENTS** until the full balance is paid to **SSWTSI**;
3. **SSWTSI** shall provide the following training courses to **STUDENTS** for the cost and on the dates indicated below:

Course	Course Date(s)	Cost	Number of Students	Initial Included Courses
Pistol 1		\$425.00/per STUDENT		
Pistol 2		\$425.00/per STUDENT		
Pistol 3		\$425.00/per STUDENT		
Carbine 1		\$425.00/per STUDENT		
Carbine 2		\$425.00/per STUDENT		
Carbine 3		\$425.00/per STUDENT		
Combat Shotgun		\$250.00/per STUDENT		
Sniper Workshop		\$525.00/per STUDENT		
Specialty* Course		\$_____/per STUDENT		

*If selected fill out **Exhibit D** (Specialty Course Description)

4. **SSWTSI** weapons training course descriptions are attached hereto as **Exhibit A**. **STUDENTS** are responsible for bringing all equipment required for each course, providing proper identification (as described on **SSWSTI** application attached hereto as **Exhibit C**), and expressly represents that they are physically able to undergo such training and legally qualified to own a firearm. Prior to commencing the courses identified above, all **STUDENTS** shall sign **WAIVER OF LIABILITY FOR WEAPONS TRAINING** attached hereto as **Exhibit B**, which provides, in part, that **STUDENTS** are aware that weapons training is an **INHERENTLY DANGEROUS ACTIVITY** and that **STUDENT ASSUMES THE RISK ASSOCIATED WITH THE WEAPONS TRAINING**;
5. All **STUDENTS** shall complete the application for weapons training attached hereto as **Exhibit C** and shall return said application to **SSTWSI**.
6. **SSTWSI** retains the right, at any point in time, to disallow any **STUDENT** from participating in **SSTWSI's** weapons training courses;
7. **CLIENT** agrees to indemnify **SSTWSI** from any and all claims by **STUDENTS** and third parties that arise from the negligence or intentional acts of **STUDENTS**;
8. **CLIENT** must cancel, at least, two weeks prior to the scheduled class date to receive a full refund. **SSWSTI** may cancel a scheduled class date at any time and will provide **CLIENT** a full refund;
9. **SSTWSI** and **CLIENT** further agree that if legal action is required to enforce the terms of this agreement the breaching party shall be liable for the other party's attorney's fees. This Agreement and all of its provisions shall be governed by the laws of the State of Illinois, without regard for its conflict of law provisions.

SHOOTER SCHOOL WEAPONS TRAINING
 SITE INCORPORATED, an Illinois corporation

By: _____
 Its: _____

CLIENT:

By: _____
 Its: _____

- EXHIBITS:**
- Exhibit A – Course Descriptions
 - Exhibit B – Student Waivers
 - Exhibit C – Individual Student Application
 - Exhibit D – (If necessary) Specialty Course Description

**WAIVER OF LIABILITY
FOR WEAPONS TRAINING
WITH
SHOOTER SCHOOL WEAPONS TRAINING SITE INCORPORATED**

(I) INHERENTLY DANGEROUS ACTIVITY WARNING

I am about to observe/participate in activities to be conducted under the direction of the SHOOTER SCHOOL WEAPONS TRAINING SITE INCORPORATED, a Illinois corporation, hereinafter the "Organization", using various ranges and training areas at the Lake Fork Sportsman Club, Atwood, Illinois.

The event(s), which I am about to observe/participate in will be held on the Organization's fire ranges and training areas at Lake Fork Sportsman Club in Atwood, Illinois. I understand the following **four** cautions with regard to the above-mentioned live-fire ranges and training areas:

(I) First, all such live-fire ranges and training areas are used by the Organization for training personnel in the deadly art of individual and unit combat;

(II) Second, these live-fire range and training areas contain manmade and/or natural obstacles, some of which may be hidden, which could cause me, other participants, and/or instructors to stumble, fall and otherwise suffer serious bodily injury or death;

(III) Third, live-fire and training area conditions are often aggravated by the weather such that extreme heat, humidity, cold, wind, or wet will increase the likelihood of physical danger and exposure to serious bodily injury, sickness, accident or death.

(IV) Fourth, the activities may involve use of live ammunition and weapons by both instructors and participants, including me, who have varying levels of proficiency in the use of weapons and tactics.

I further understand:

A) **THAT THIS ACTIVITY MAY CAUSE INJURIES ASSOCIATED WITH PHYSICAL FITNESS TRAINING, INCLUDING BUT NOT LIMITED TO, MUSCLE SPRAINS AND STRAINS, TENDON PULLS, DISLOCATION OF JOINTS, BROKEN BONES; INJURIES ACCOMPANYING PHYSICAL CONTACT WITH OTHER PARTICIPANTS, AND THE INHERENT DANGERS ASSOCIATED WITH ENVIRONMENTAL CONDITIONS.**

B) **THAT OBSERVATION OF AND/OR PARTICIPATION IN THIS ACTIVITY ARE INHERENTLY DANGEROUS AND COULD RESULT IN PROPERTY DAMAGE AS WELL AS SERIOUS BODILY INJURY OR DEATH TO ME AND TO OTHERS.**

Initials _____

Date _____

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(II) CONSENT TO OBSERVE/PARTICIPATE AND ASSUMPTION OF RISKS

As an observer/participant in the activities conducted under the direction of the Organization, **I agree to obey all directions and instructions** issued by the instructors and representatives of the Organization for the protection of the instructors, the other participants, any observers and myself. I understand that failure to adhere to such directions may result in my immediate and complete removal from the Organization's training activities.

I understand that observation of /participation in the Organization's directed activity is voluntary and that by undertaking this activity, **I AM ASSUMING ALL OF THE RISK ATTENDANT WITH OBSERVATION OF/PARTICIPATION IN AN INHERENTLY DANGEROUS ACTIVITY THAT COULD RESULT IN THE DESTRUCTION OF MY PERSONAL PROPERTY, AS WELL AS SERIOUS PERSONAL INJURY OR DEATH TO ME, INSTRUCTORS, OTHER OBSERVERS OF/PARTICIPANTS IN THE ACTIVITY.**

Initials _____

Date _____

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(III) WAIVER OF LIABILITY

I am in good physical condition and mental health as of the date set forth below. I have no reason to believe that I am not in good physical and mental health. I am fully aware of and do acknowledge and assume all risk of injury inherent in my participation in this training activity.

I have read and fully understood the terms and conditions contained in section (I) Inherently Dangerous Activity Warning, (II) Consent to Observe/Participate and Assumption of Risks, and in this (III) Waiver of Liability.

I HERBY WAIVE AND RELEASE FROM LIABILITY THE LAKE FORK SPORTSMAN CLUB, A ILLINOIS NOT-FOR-PROFIT CORPORATION, ORGANIZATION, ORGANIZATION'S EMPLOYEES AND INSTRUCTORS FROM ANY AND ALL CLAIMS FOR ANY PHYSICAL, PSYCHOLOGICAL, EMOTIONAL, MORAL AND/OR MENTAL INJURY SUSTAINED BY ME AS A RESULT OF MY PARTICIPATION IN ORGANIZATION'S TRAINING ACTIVITIES.

Printed Name of Observer/Participant

Phone Number

Signature of Observer/Participant

Date