

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury which exists while participating in (Levi Dutcher’s gun class) (hereinafter the “Activity”); and

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me,” which terms shall also include Releasor’s parents or guardian or guardians if Releasor is under 18 years of age), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action or any kind arising out of my participation in the Activity or Activities; and

I HEREBY release and forever discharge Levi Dutcher, located at 680 144th Avenue, Caledonia, Michigan 49316, their affiliates, managers, members, agents, land owners, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releases”), from any physical or psychological injury or injuries which I may suffer as a direct result of my participation in the aforementioned Activity or Activities.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY OR ACTIVITIES AND I AM PARTICIPATING IN THE ACTIVITY OR ACTIVITIES ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY OR ACTIVITIES, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY OR INJURIES, PAIN, SUFFERING, ILLNESS OR ILLNESSES, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, INCLUDING DEATH. I UNDERSTAND THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY OR ACTIVITIES, OR FROM CONDITIONS AT THE ACTIVITY OR ACTIVITIES LOCATION OR LOCATIONS. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION OR THE PARTICIPATION OF OTHERS IN THE ACTIVITY OR ACTIVITIES.

I FURTHER AGREE, in valuable consideration for the opportunity to participate in the activity or activities, to indemnify, defend and hold harmless the Releasees against any and all claims, suits or action or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

I FURTHER ACKNOWLEDGE Releasees are not responsible for errors, omissions, acts or failures to act or any party or entity conducting a specific event or activity or activities on behalf of Releasees. In the event I should require medical care or treatment, I authorize Levi Dutcher to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. There are no promises any such materials such as first aid, CPR or AEDs are available. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand I should carry my own health insurance.

I FURTHER ACKNOWLEDGE this Activity or Activities may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss or damage. I agree not to participate in the Activity or Activities unless I am medically able and properly trained, and I agree to abide by the decision of the Levi Dutcher official or agent, regarding my approval to participate in the Activity or Activities.

I HEREBY ACKNOWLEDGE I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTANDING IT IS A RELEASE OF ANY AND ALL LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE LEVI AND ANY AND ALL PARTICIPANTS, AFFIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT WHICH I OTHERWISE

HAVE TO BRING LEGAL ACTION AGAINST LEVI OR ANY OTHER PARTY FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent statute or statutes or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Levi Dutcher’s gun class, its agents, participants, and employees.

I agree this Release will be governed for all purposes by Michigan law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event any damage to equipment or facilities occurs as a result of my or my family’s or my agent’s willful action or actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such action or actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY OR ACTIVITIES, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into voluntarily, at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both myself as the participant and Levi Dutcher, agree this agreement is clear and unambiguous as to its terms, and no other evidence will be used or admitted to alter or explain the terms of this agreement, but it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event any provision contained within this Release of Liability is deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement will remain in full force and effect. If a court of competent venue and jurisdiction finds any provision of this agreement to be invalid or unenforceable, but by limiting any said provision the portion would be valid and enforceable, then said provision will be deemed to be written, construed and enforced as so limited.

In the event of any emergency please contact the following person(s) in the order presented:

Emergency Contact	Relationship	Telephone
1)		
2)		
3)		

I, AS THE PARTICIPANT AND AS THE UNDERSIGNED, AFFIRM I AM OF THE AGE OF 18 YEARS OR OLDER, AND I AM FREELY ENTERING INTO AND SIGNING THIS AGREEMENT. I CERTIFY I HAVE READ THIS AGREEMENT, I FULLY UNDERSTAND ITS CONTENT, AND THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I AM SIGNING IT OF MY OWN FREE WILL. I have read this entire Release. I fully understand the entire Release and acknowledge I have had the opportunity to review this Release with an attorney of my own choosing, if I so desire, prior to entering into and signing this agreement. I agree to be legally bound by this Release of Liability.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

DATE: _____

Name:
Address:
City, State Zip:
Phone Number: