

STATEMENT OF INFORMED CONSENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY

IMPORTANT: READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

THIS STATEMENT OF INFORMED CONSENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY (the “Agreement”) is entered into by and between **DD&J Industries Inc., a Montana Corporation, doing business as Snowy Mountain Rifle Co. Long-Range Academy (“SMR/LRA”)**, and the undersigned participant (“Participant”).

SMR/LRA contact: 575 US Hwy 93 N, Hamilton, MT 59870 | (406) 546-8732 | info@snowymtnrifles.com

1. ACTIVITY & LOCATION SCOPE

Participant is voluntarily participating in firearms instruction, training, range activities, and related travel and logistics (collectively, the “Activities”) conducted by SMR/LRA.

“Activities” include (without limitation): classroom instruction; live-fire training; handling firearms and ammunition; movement on uneven terrain; use of vehicles to access training areas; and any other activities incidental to the course.

“Locations” include SMR/LRA’s shop and grounds, training/range sites, access roads, parking areas, off-site training locations, and any location used in connection with the course (collectively, the “Locations”).

2. INFORMED CONSENT & ASSUMPTION OF RISK

Participant understands and acknowledges that firearms training and related Activities are inherently hazardous and involve risks that may result in property damage, serious injury, permanent disability, or death.

Participant understands these risks include, but are not limited to:

- Firearms hazards (including accidental discharge, ricochet, projectile or shrapnel injury, and negligent acts of others);
- Hearing loss, eye injury, burns, cuts, impact injuries;
- Handling ammunition, hot barrels/suppressors, and related equipment;
- Slips, trips, and falls on uneven ground; exposure to rocks, mud, snow, and steep terrain;
- Environmental hazards (cold, heat, wind, precipitation, sun exposure, dehydration);
- Remote location risks, including delayed emergency response;
- Vehicle travel risks (including travel to/from training areas and on unimproved roads);
- Risks caused by the actions or omissions of other participants, spectators, or third parties.

Participant voluntarily accepts and assumes all such risks, whether known or unknown, foreseeable or unforeseeable, arising out of or related to the Activities and Locations.

3. PARTICIPANT RESPONSIBILITIES & SAFETY RULES

Participant agrees to:

- Follow all rules and instruction from SMR/LRA staff immediately without argument;
- Keep eye and ear protection on as directed by SMR/LRA staff;
- Maintain safe muzzle direction and trigger discipline at all times;
- Report unsafe conditions, injuries, or equipment issues immediately to SMR/LRA staff;
- Not participate while impaired by any substance, including but not limited to: alcohol, drugs (including marijuana), and/or any medication that affects judgment, balance, or reaction time.

SMR Rifles Only: Participant understands that SMR/LRA requires training with SMR-provided rifle packages and/or Participant-owned Snowy Mountain Rifle Co. rifles only. No outside rifles are permitted.

SMR/LRA reserves the right to remove Participant from Activities (without refund) for safety violations, misconduct, impairment, failure to follow instructions, or behavior that endangers others.

4. RELEASE OF LIABILITY (WAIVER)

To the fullest extent permitted by law, Participant, for themselves and on behalf of their heirs, representatives, executors, administrators, and assigns, releases and forever discharges SMR/LRA and its owners, members, managers, officers, directors, employees, contractors, instructors, agents, volunteers, representatives, affiliated entities, successors, and assigns (collectively, the “Released Parties”) from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including attorneys’ fees) of any kind arising out of or related to Participant’s involvement in the Activities or presence at the Locations, **including claims based on the ordinary negligence of the Released Parties and any claims brought by third parties.** This release does not apply to claims arising from gross negligence or willful misconduct to the extent such claims cannot be waived under applicable law.

5. INDEMNIFICATION

Participant agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising out of or related to:

- Participant's acts or omissions during the Activities;
- Participant's breach of this Agreement;
- Participant's violation of safety rules or instructions; and
- Damage to property or injury to any person caused by Participant.

6. PROPERTY & EQUIPMENT

Participant is responsible for using SMR/LRA equipment as instructed and agrees to reimburse SMR/LRA for damage caused by Participant's misuse, negligence, reckless conduct, or failure to follow instructions.

Participant is responsible for their personal property. SMR/LRA is not responsible for loss, theft, or damage to Participant's personal items.

7. MEDICAL TREATMENT AUTHORIZATION

Participant authorizes SMR/LRA to obtain or provide emergency medical care for Participant if SMR/LRA believes such care is needed, including arranging transport. Participant agrees they are financially responsible for any medical treatment and transportation costs.

Participant affirms that they are physically and mentally able to participate in the Activities and will disclose to SMR/LRA any medical condition or anything else that could affect safe participation.

EMERGENCY CONTACT

Full Name: _____

Phone: _____

8. PHOTO & VIDEO RELEASE

Participant grants SMR/LRA the right to photograph, record, and use Participant's likeness, voice, and name in photos/video taken during the Activities for lawful business purposes (including training materials and marketing), without compensation.

9. GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Montana, without regard to conflicts principles. Any dispute arising out of or related to this Agreement or the Activities shall be brought exclusively in state or federal courts located in Montana, and Participant consents to such jurisdiction and venue.

10. SEVERABILITY; ENTIRE AGREEMENT

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties regarding the subject matter and may be modified only by a written instrument signed by SMR/LRA.

ACKNOWLEDGEMENT & SIGNATURE

If Participant is under 18 years of age

Participant (Signature)

Parent/Guardian (Signature)

Participant (Print Name)

Parent/Guardian (Print Name)

Date

Date