

WJS GUNS, LLC (WJSG) & ASSAULT COUNTER TACTICS (ACT)



WAIVER, RELEASE, and DECLARATION

IMPORTANT! This is a binding legal Agreement. Read it CAREFULLY before signing. By signing this Agreement, you are giving up important legal rights.

1. Terms:

- a. **Claims:** any and all legal claims, lawsuits, causes of action, damages, expenses, injuries or costs. This includes, but is not limited to, claims for intentional acts, negligence, whether ordinary, reckless, or gross, **Illness**, nuisance, noise, damage/theft/loss/destruction of personal property, or any other legal claim that is cognizable in a state or federal court of law, regardless of whether related to **Participant / Guest / Observer's** or his/her **Minor Child / Ward** (if any)'s participation in activities offered by or use of or being on the **Property** of **WJSG & ACT**.
- b. **Illness:** Any illness, disease, sickness, or condition, of any form, nature, and cause, including, but not limited to, any flu, COVID-19, cold, or other communicable diseases, illness, sickness, or condition, fever, stomach distress, and food poisoning.
- c. **Limitations:** physical, mental, emotional or other limitations, disabilities, illnesses, injuries or conditions.
- d. **Participant / Guest / Observer:** Any individual whether a member, participant, guest or observer of **WJSG & ACT**, including, but not limited to, participants, guests, observers, event coordinators, range officers, instructors, shooters, role players, volunteers, or any other person, regardless of age, granted permission to participate in activities/training/instruction, observe activities/training/instruction or use or otherwise be on the **Property** of **WJSG & ACT**.
- e. **Minor Child / Ward:** Any minor, who is under the charge, care, or protection of a **Participant / Guest / Observer**, and includes that minor's parents, estate, heirs, successors and assigns.
- f. **Property:** Any property of any form, tangible or intangible, including, but not limited to, real estate, buildings, erections, **Range**, goods, products, firearms, ammunition, firearm accessories, knives, weapons, or any object owned, leased or rented, whether wholly or partially, by **WJSG & ACT**.
- g. **Range:** any and all shooting, training, instruction, and practice ranges, including, but not limited to, firing ranges, tactical/dynamic ranges, virtual ranges and simulators, combatives training range and shoot house, whether used for lethal, non-lethal or virtual fire or training/instruction, in any capacity.
- h. **WJS GUNS, LLC & ASSAULT COUNTER TACTICS** or **WJSG & ACT:** **WJS GUNS, LLC & ASSAULT COUNTER TACTICS**, and its respective officers, officials, directors, members (including, but not limited to, William Stasak & Paul Pawela), owners, shareholders, employees, representatives, agents, event and stage coordinators and designers, training personnel and directors, role-players, firearm and safety instructors, volunteers, attorneys and law firms, insurers (including *Firearms Trainers Association*), sponsors, vendors, lessors, renters and any legal entity having any interest or right in any **Property** utilized by **WJSG & ACT**.

2. **Illness Declaration:** Neither I nor my **Minor Child / Ward** (if any) have any **Illness** or have been in contact with any person with any **Illness**, or exhibiting any symptoms (*e.g.* cough, shortness of breath, fever, chills, loss of taste or smell...etc.) of any **Illness**, in the last fourteen (14) days.

3. **Agreement to Follow All Safety Rules and Directions:** In consideration for me and my **Minor Child / Ward** (if any) being permitted to be a **Participant / Guest / Observer** and have use of the **Property** of the **WJSG & ACT**,

I, hereby **AGREE TO FOLLOW AND COMPLY WITH the written safety rules** provided to me with this Agreement, as well as all safety rules, range procedures, and directions, whether written or oral, of **WJSG & ACT** as well as, all applicable state and federal laws regarding possession, transport, and transportation of firearms and ammunition and explosives. **I further agree that if I observe any safety violation by anyone (employee, participant, guest, observer, or other person), or any unsafe condition of any kind, I will IMMEDIATELY call it to WJSG's & ACT's attention by contacting an employee of WJSG & ACT.** I further agree that **WJSG & ACT** may terminate my and my **Minor Child / Ward** (if any)'s use of their **Property** at any time if I or my **Minor Child / Ward** (if any) violate any safety rule, procedure or direction, in which case any fees I have paid will not be refunded to me.

4. **Non-Prohibited Person Declaration:** By signing this Agreement, I declare, pursuant to Fla. Stat. § 92.525 – Verification of documents, to the best of my knowledge, information and belief that neither:
- a. I nor my **Minor Child / Ward** (if any) are currently under indictment or information in any court of a crime that could be punished by more than one year in jail.
 - b. I nor my **Minor Child / Ward** (if any) have been convicted in any court of a crime that could have been punished by more than one year in jail, regardless of the actual sentence imposed.
 - c. I nor my **Minor Child / Ward** (if any) are fugitives from justice.
 - d. I nor my **Minor Child / Ward** (if any) are unlawful users of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance.
 - e. I nor my **Minor Child / Ward** (if any) are under the influence of alcohol or any lawful drug that may impair our abilities and we have not consumed any alcohol or lawful drug that may impair our abilities within the last twelve (12) hours.
 - f. I nor my **Minor Child / Ward** (if any) have ever been adjudicated mentally defective or committed to a mental institution.
 - g. I nor my **Minor Child / Ward** (if any) have ever been dishonorably discharged from the Armed Forces.
 - h. I nor my **Minor Child / Ward** (if any) are not subject to a court order restraining us from harassing, stalking, or threatening a child or an intimate partner or child of such a partner.
 - i. I nor my **Minor Child / Ward** (if any) have ever been convicted in any court of a misdemeanor crime of domestic violence.
 - j. I nor my **Minor Child / Ward** (if any) have ever renounced our United States citizenship.
 - k. I nor my **Minor Child / Ward** (if any) are aliens illegally in the United States.
 - l. I nor my **Minor Child / Ward** (if any) are suffering from any **Illness**.
 - m. I nor my **Minor Child / Ward** (if any) have any unlawful, illegal, wrongful or otherwise deceitful intentions in executing this Agreement, in utilizing **WJSG's & ACT's Property**, or in participating in training/instruction offered by **WJSG & ACT**.
5. **Advice and Training:** I understand that any training, instruction, guidance, advice, or suggestions of **WJSG & ACT** shall not be construed as legal advice, including on whether any particular action or inaction is justified or lawful under the law. I agree to seek out competent legal advice for all legal questions and not rely on any statements made by **WJSG & ACT**.
6. **Release of My Image, Likeness and Auditory Communications:** I understand that my and my **Minor Child / Ward** (if any)'s activities, including auditory communications, on **WJSG's & ACT's Property** may be photographed, videotaped and/or otherwise captured electronically by **WJSG & ACT**. I hereby grant **WJSG & ACT** all rights to use my and my **Minor Child / Ward** (if any)'s image, likeness and auditory communications for the purpose of advertising or otherwise promoting its purpose. I understand that use of my image, likeness and auditory communications will be for advertising purposes or otherwise promoting of **WJSG's & ACT's** purposes. This use includes publishing in magazines, advertising, videos, internet websites, social media or other means, as long as it is not altered to show other than actual activities in a way that could be harmful to my character. All publications will be done tastefully and with integrity. **I FORFEIT any and all rights to any CLAIMS relating to the use of my and my Minor Child / Ward (if any)'s image, likeness or communications, as described above.** All photographs, videos, or other electronically captured media, including auditorily, taken at or in **WJSG's & ACT's Property** remain the property of **WJSG & ACT**, and may not be used or reproduced

without the express written permission of William Stasak & Paul Pawela of **WJSG & ACT**.

7. **Auditory Recordings:** I understand that my and my **Minor Child / Ward** (if any)'s auditory communications on **WJSG's & ACT's Property** may be recorded and grant permission to **WJSG & ACT** to record all of my and my **Minor Child / Ward** (if any)'s auditory communications.

8. **Assumption of Risk:** I understand that my being a **Participant / Guest / Observer** of **WJSG & ACT** or my and my **Minor Child / Ward** (if any)'s, use of **WJSG's & ACT's Property** involves numerous serious risks, including the risk of death, serious and non-serious physical injury, **Illness**, and property damage. These risks involve, but are not limited to, the risk that I and my **Minor Child / Ward** (if any) may be injured by: shooting ourselves, each other, or being shot by someone else; being bruised, cut, scratched, hit, kicked, punched, kned, elbowed or otherwise physically injured in any form; being injured by ricochet bullets or fragments, splatter or splashback from targets, target frames or the range backstop; malfunctioning or improperly designed activity and range equipment or props; improper installation or attachment of protective equipment or devices; risk of firearms or ammunition exploding or bursting; non-lethal rounds and non-lethal weapons causing injury, including serious, and non-serious bodily injury and death; live ammunition and weapons inadvertently being used instead of non-lethal rounds or non-lethal weapons; risk of my falling, slipping, tripping or stumbling anywhere on **WJSG's & ACT's Property**; risk of my suffering serious eye injury or blindness, hearing loss or deafness, brain damage, lead poisoning, broken bones, paralysis, sprains, strains, and other injuries resulting from use of **WJSG's & ACT's Property** and participation in or observation of the associated activities; risks of emotional and psychological injury; risk of contracting or suffering from **Illness**, which may cause serious and non-serious symptoms and death; risk of my suffering injuries, death, or destruction of my property from wildlife; risk of damage or destruction of my personal property, including my vehicle; and other risks too varied and numerous to specify. By willingly, knowingly and voluntarily being a **Participant / Guest / Observer** of **WJSG & ACT**, I hereby **ASSUME ALL RISKS involved, including EVEN THOSE, WHICH MAY BE CAUSED BY THE NEGLIGENCE (OF ANY FORM) OR CLAIMED NEGLIGENCE (OF ANY FORM) OF WJSG & ACT.**

9. **Release:** I further agree to **RELEASE WJSG & ACT from LIABILITY** for any and all **CLAIMS**, which may result from, or are in any way related to, **WJSG & ACT** or its **Property**. I agree to **RELEASE WJSG & ACT from LIABILITY for any and all CLAIMS, even if caused by the NEGLIGENCE (OF ANY FORM) or CLAIMED NEGLIGENCE (OF ANY FORM) of WJSG & ACT.**

10. **Indemnity Agreement:** I further agree to **INDEMNIFY and DEFEND WJSG & ACT AND HOLD WJSG & ACT HARMLESS** from any **CLAIMS**, whether brought by or on behalf of me, or brought by another, including, but not limited to, a spouse, **Minor Child / Ward**, other relative, or other **Participant / Guest / Observer** or his/her **Minor Child / Ward**, as a result of, but not limited to, actual or claimed negligence (of any form), **Illness**, or other improper conduct. I also agree to be responsible for all attorney fees and costs incurred by **WJSG & ACT** in having to enforce and/or defend this Agreement.

11. **Health Condition Declaration:** I hereby confirm that **I AM IN GOOD HEALTH**, and have no **Limitations**, including **Illness**, that would or might make it unsafe for me, or my **Minor Child / Ward** (if any), to be a **Participant / Guest / Observer** of **WJSG & ACT** or use its **Property**. I agree to inform **WJSG & ACT** in writing below, before becoming a **Participant / Guest / Observer** or using its **Property**, of any **Limitations**, physical or otherwise, including **Illness**, which would or might make it unsafe or inadvisable for me, or my **Minor Child / Ward** (if any), to perform any particular types of activities or exercises. To the extent I, or my **Minor Child / Ward** (if any), develop or become aware of any such **Limitations** while being a **Participant / Guest / Observer** of **WJSG & ACT** or otherwise using **WJSG's & ACT's Property**, or feel that any of **WJSG's & ACT's** activities or programs are ones in which I, or my **Minor Child / Ward** (if any), cannot safely participate, I agree that I will immediately call this situation to the attention of **WJSG & ACT** and that **I, AND MY MINOR CHILD / WARD (if any), WILL NOT PERFORM ANY ACTIVITY OR PROGRAM WHICH I FEEL IS UNSAFE FOR ME, OR MY MINOR CHILD / WARD (if any), TO PERFORM, OR WHICH IS BEYOND MY PHYSICAL OR MENTAL CAPABILITIES, SKILL LEVEL, or LEVEL OF TRAINING.** I understand that my, and my **Minor Child / Ward** (if any)'s, use of **WJSG's & ACT's Property** is voluntary, and there is no requirement that I, or my **Minor Child / Ward** (if any), perform all, or any, of **WJSG's & ACT's** activities or programs. My current known **Limitations** (including the use of any prescription or non-prescription drugs or other substances) that might affect my ability to participate fully and safely in the activities, are as follows:

Limitations as defined above (list): None (initial): _____

12. General Conditions:

- a. I agree that all matters arising out of or anyway relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflicts of law provisions. Any claim or cause of action arising in connection with this Agreement may only be brought in the Eighteenth Judicial Circuit Court in Brevard County, Florida.
- b. To the extent that any provision of this Agreement is held to conflict with or be unenforceable under applicable law, I agree that this Agreement shall be modified by the Court to the least extent possible to render it enforceable, and shall be enforced as so modified.
- c. I declare that this Agreement contains the total agreement and understanding between myself, my **Minor Child / Ward** (if any), and **WJSG & ACT** with regard to the subject matter hereof, that there exist noother promises, representations, terms, conditions, agreements or courses of dealing not contained herein. I further declare and agree that, in any event, this Agreement supersedes any such promises, agreements, etc. in the event they ever occurred. This Agreement may not be amended or changed except in writing signed by William Stasak & Paul Pawela of **WJSG & ACT**.
- d. I declare that my, and my **Minor Child / Ward** (if any), being a **Participant / Guest / Observer** of **WJSG & ACT** and use of **WJSG's & ACT's Property** is purely voluntary, and that I am compelled neither to participatein, attend, or observe **WJSG's & ACT's** activities/training/instruction or use **WJSG's & ACT's Property** nor to execute this Agreement.

WHEREFORE, I HEREBY ACKNOWLEDGE AND AGREE BY MY SIGNATURE BELOW that I have read and understood this Agreement, including the within (1) Terms, (2) Illness Declaration, (3) Agreement to Follow All Safety Rules and Direction, (4) Non-Prohibited Person Declaration, (5) Advice and Training, (6) Release of My Image, Likeness and Auditory Communications, (7) Auditory Recordings, (8) Assumption of Risk, (9) Release, (10) Indemnity Agreement, (11) Health Condition Declaration and (12) General Conditions, that I had opportunity to review this Agreement with my attorney, and that by signing it, I expressly intend to be legally bound, as well as to bind my spouse, children, Minor Child / Ward, relatives, estate, heirs, successors and assigns. I further agree that this Agreement shall remain in force indefinitely.

Signature of Participant / Guest / Observer

Street Address

Printed Name of Participant / Guest / Observer

City, State and Zip

Email

Phone Number

Driver License Number State

Signature of **WJSG's or ACT's** Employee

Date

Printed Name of **WJSG's or ACT's** Employee

Parent/Guardian Addendum to
WJS GUNS, LLC (WJSG) & ASSAULT COUNTER
TACTICS (ACT) Waiver, Release, and Declaration

In addition to signing the **WJS GUNS, LLC (WJSG) & ASSAULT COUNTER TACTICS (ACT)** Waiver, Release, and Declaration on my own behalf, by signing below, I am signing it on behalf of my **Minor Child**, _____, and I explicitly acknowledge and agree that I have legal right to bind my **Minor Child / Ward** to this Agreement, that all waivers, releases, indemnities, and declarations contained in the **WJS GUNS, LLC & ASSAULT COUNTER TACTICS** Waiver, Release, and Declaration bind myself and my **Minor Child / Ward** with equal force, waiving and releasing any **Claims** my **Minor Child / Ward** may have or that I may have by or through my **Minor Child / Ward**, and that **I agree to release and hold WJS GUNS, LLC & ASSAULT COUNTER TACTICS harmless for any Claims on behalf of myself and my Minor Child / Ward.**

Signature of Father/Guardian

Signature of Mother/Guardian

Printed Name of Father/Guardian

Printed Name of Mother/Guardian

Address (if different than Minor)

Email Address

Email Address

Driver License Number State

Driver License Number State

Phone Number

Phone Number

Date

Date