

1ST IN, LLC
3426 Tilden Street
Philadelphia, PA 19129

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, 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** participation in activities offered by or use of or being on the **Property of 1ST IN, LLC**.
- b. **Limitations:** physical, mental, emotional or other limitations, disabilities, illnesses, injuries or conditions.
- c. **Participant / Guest / Observer:** Any individual, whether a participant, guest or observer of **1ST IN, LLC**, 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, observe activities or use or otherwise be on the **Property of 1ST IN, LLC**.
- d. **Property:** Any property of any form, tangible or intangible, including real estate, buildings, erections, **Range**, goods, products, firearms, ammunition, or any object owned, leased or rented, whether wholly or partially, by **1ST IN, LLC**.
- e. **Range:** any and all shooting, training 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, in any capacity.
- f. **1ST IN, LLC:** 1ST IN, LLC and its respective officers, officials, directors, members, 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 (including, but not limited to, Prince Law Offices, P.C., Civil Rights Defense Firm, P.C. and Joshua Prince, Esq.), insurers, sponsors, vendors, lessors, renters and any legal entity having any interest or right in any **Property** utilized by **1ST IN, LLC**.

- 2. Agreement to Follow All Safety Rules and Directions:** In consideration for me being permitted to be a **Participant / Guest / Observer** and my being permitted to have access to or use of the **Property** of the **1ST IN, LLC**, I, _____ (**Participant / Guest / Observer**), 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 **1ST IN, LLC** 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 1ST IN, LLC's attention by contacting an employee of 1ST IN, LLC.** I further agree that **1ST IN, LLC** may terminate my use of their **Property** at any time if I violate any safety rule, procedure or direction, in which case any fees I have paid will not be refunded to me.

- 3. Non-Prohibited Person Declaration:** By signing this Agreement, I declare, pursuant to 18 P.A.C.S. § 4903 – False Swearing, to the best of my knowledge, information and belief that:

- a. I am not currently under indictment or information in any court of a crime that could be punished by more than one year in jail.

- b. I have never 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 am not a fugitive from justice.
 - d. I am not an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance.
 - e. I am not under the influence of alcohol or any lawful drug that may impair my abilities and I have not consumed any alcohol or lawful drug that may impair my abilities within the last eight (8) hours.
 - f. I have never been adjudicated mentally defective or committed to a mental institution.
 - g. I have never been dishonorably discharged from the Armed Forces.
 - h. I am not subject to a court order restraining me from harassing, stalking, or threatening my child or an intimate partner or child of such a partner.
 - i. I have never been convicted in any court of a misdemeanor crime of domestic violence.
 - j. I have never renounced my United States citizenship.
 - k. I am not an alien illegally in the United States.
 - l. I have no unlawful, illegal, wrongful or otherwise deceitful intentions in executing this Agreement or in utilizing **1ST IN, LLC's Property** or in participating in training offered by 1ST IN, LLC.
4. **Advice and Training:** I understand that any training, guidance, advice, or suggestions of **1ST IN, LLC** 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 **1ST IN, LLC**.
5. **Release of My Image, Likeness and Auditory Communications:** I understand that my activities, including auditory communications, on **1ST IN, LLC's Property** may be photographed, videotaped and/or otherwise captured electronically by **1ST IN, LLC**. I hereby grant **1ST IN, LLC** all rights to use my 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 **1ST IN, LLC'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 image, likeness or communications, as described above.** All photographs, videos, or other electronically captured media, including auditorily, taken at or in **1ST IN, LLC's Property** remain the property of **1ST IN, LLC**, and may not be used or reproduced without the express written permission of Gino Giliotti of **1ST IN, LLC**.
6. **Auditory Recordings:** I understand that my auditory communications on **1ST IN, LLC's Property** may be recorded and grant permission to **1ST IN, LLC** to record all of my auditory communications.
7. **Assumption of Risk:** I understand that my being a **Participant / Guest / Observer** of **1ST IN, LLC** or my use of **1ST IN, LLC's Property** involves numerous serious risks, including the risk of death, serious and non-serious physical and mental injury and property damage. These risks involve, but are not limited to, the risk that I may be injured by: shooting myself or being shot by someone else; being bruised, cut, scratched, hit, kicked, punched, kneed, 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; 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 **1ST IN, LLC'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 **1ST IN, LLC's Property** and participation in or observation of the associated activities; risk of my suffering injuries, death, or destruction of my property from wildlife; risks of emotional and psychological injury; and other risks too varied and numerous to specify. By willingly, knowingly and voluntarily being a **Participant / Guest / Observer** of **1ST IN, LLC**, I hereby **ASSUME ALL RISKS involved, including EVEN THOSE, WHICH MAY BE CAUSED BY THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF 1ST IN, LLC.**

8. **Release:** I further agree to **RELEASE 1ST IN, LLC from LIABILITY** for any and all **CLAIMS** which may result from, or are in any way related to, **1ST IN, LLC** or its **Property**. I agree to **RELEASE 1ST IN, LLC from LIABILITY for any and all CLAIMS, even if caused by the NEGLIGENCE or CLAIMED NEGLIGENCE of 1ST IN, LLC.**

9. **Indemnity Agreement:** I further agree to **INDEMNIFY and DEFEND 1ST IN, LLC AND HOLD 1ST IN, LLC HARMLESS** from any **CLAIMS**, whether brought by or on behalf of me, or brought by another, including, but not limited to, a spouse, child, other relative or other **Participant / Guest / Observer**, as a result of, but not limited to, actual or claimed negligence or other improper conduct. I also agree to be responsible for all attorney fees and costs incurred by **1ST IN, LLC** in having to enforce and/or defend this Agreement.

10. **Health Condition Declaration:** I hereby confirm that **I AM IN GOOD HEALTH**, and have no **Limitations** that would or might make it unsafe for me to be a **Participant / Guest / Observer** of **1ST IN, LLC** or use its **Property**. I agree to inform **1ST IN, LLC** in writing below, before becoming a **Participant / Guest / Observer** or using its **Property**, of any **Limitations**, physical or otherwise, which would or might make it unsafe or inadvisable for me to perform any particular types of activities or exercises. To the extent I develop or become aware of any such **Limitations** while being a **Participant / Guest / Observer** of **1ST IN, LLC** or otherwise using **1ST IN, LLC's Property**, or feel that any of **1ST IN, LLC's** activities or programs are ones in which I cannot safely participate, I agree that I will immediately call this situation to the attention of **1ST IN, LLC** and that **I WILL NOT PERFORM ANY ACTIVITY OR PROGRAM WHICH I FEEL IS UNSAFE FOR ME TO PERFORM, OR WHICH IS BEYOND MY PHYSICAL OR MENTAL CAPABILITIES, SKILL LEVEL, or LEVEL OF TRAINING.** I understand that my use of **1ST IN, LLC's Property** is voluntary, and there is no requirement that I perform all, or any, of **1ST IN, LLC'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:

None (initial): _____

Limitations as defined above (list):

11. **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 Commonwealth of Pennsylvania, 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 Court of Common Pleas of Montgomery County, Pennsylvania.
- 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 and **1ST IN, LLC** with regard to the subject matter hereof, that there exist no other 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 Gino Giliotti of **1ST IN, LLC**.
- d. I declare that my being a **Participant / Guest / Observer** of **1ST IN, LLC** and use of **1ST IN, LLC's Property** is purely voluntary, and that I am compelled neither to participate in, attend, or observe **1ST IN, LLC** training or use **1ST IN, LLC'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) Agreement to Follow All Safety Rules and Direction, (3) Non-Prohibited Person Declaration, (4) Advice and Training, (5) Release of My Image, Likeness and Auditory Communications, (6) Auditory Recordings, (7) Assumption of Risk, (8) Release, (9) Indemnity Agreement, (10) Health Condition Declaration and (11) General Conditions, and that by signing it, I expressly intend to be legally bound, as well as to bind my spouse, children, relatives, estate, heirs, successors and assigns. I further agree that this Agreement shall remain in force indefinitely.

Signature of Participant / Guest / Observer

Signature of 1ST IN, LLC Employee

Printed Name of Participant / Guest / Observer

Printed Name of 1ST IN, LLC Employee

Street Address

City, State and Zip

Phone Number

Driver License Number State

Date

Date