



The Farm at Eagle Training Center
LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK WITH INDEMNITY

In exchange for the consideration of my admittance to the facilities known as The Farm at Eagle Ridge, 7434 Port Graham Drive, King George, Virginia, 22485, ("The Farm"):

I, _____("Participant"), acknowledge, understand, and agree, on behalf of myself, my heirs and assigns, next of kin, and my personal representatives and estate, to release and hold harmless The Farm, Port Graham Corporation ("Port Graham"), and their officers, agents, employees and contractors from all liability, hereby assume the risk of participating in any activities at The Farm, and agree to indemnify The Farm, Port Graham and their officers, agents, employees and contractors, should my actions cause potential liability to The Farm, Port Graham and/or their officers, agents, employees and contractors. I acknowledge (with my initials below) each Article as follows:

****Insert Participant Initials***

(_____) I acknowledge activities at The Farm pose inherent dangers and risks which cannot be mitigated by the exercise of due care. I understand that The Farm cannot ensure my safety.

(_____) The risks and dangers that exist in participating in any activity at The Farm can be caused by, but are not limited to, death and/or injury to persons and property resulting from: firearms, weapons, drones, robotics, animals, lasers; indoor or outdoor shooting ranges; vehicles, vehicle training, and driving facilities; ammunition, simulated ammunition, explosives and explosive training facilities; flying debris and projectiles; physical training; the actions of other participants; exposure to chemicals and smoke inhalation facilities, and/or any other variety of training techniques or activities at The Farm. The risk(s) include, but are not limited to, the risk of injury or death to the Participant or third parties by being shot or forcibly impacted, hearing loss, eye injury, respiratory injury, invasive bodily contact with flying debris and/or contaminants (whether surface or airborne), vehicular-related mishaps, explosion-related mishaps, and equipment related mishaps.

(_____) I assume all risk(s) posed by my participation in any activity at The Farm, including but not limited to: death, physical and/or emotional injury, and equipment and property damage, and I elect to participate in spite of the risks.

(_____) I hereby voluntarily forever release, discharge and hold harmless The Farm, Port Graham, and their officers, agents, employees and contractors, from any and all claims, demands, or causes of action, including any such claims which allege negligent acts or omissions, which are in any way connected with my presence at, and participation in, any activity at The Farm. This release, discharge and hold harmless applies to all risks to which I may be exposed by my presence or participation at the Farm, including but not limited to, risks involving: firearms, weapons and drones; indoor or outdoor shooting ranges; vehicles, vehicle training, and driving facilities; explosives and explosive training facilities; flying

debris and projectiles; the actions of other participants, and/or exposure to chemicals and smoke inhalation facilities.

(____*) I agree to indemnify all damages and costs (including attorneys' fees), incurred by The Farm, Port Graham, and their officers, agents, employees and contractors, in defense and resolution of any and all claims, demands, or causes of action arising from my activities, and/or my use of The Farm's facilities or equipment. This indemnification requirement specifically includes, but is not limited to, claims arising from my presence and/or activities at The Farm that involve: (1) allegations of negligent acts or omissions of The Farm, Port Graham, and their agents, officers, representatives, directors, officers, instructors, volunteers, contractors, and each of their staff and employees, and (2) third-party claims, demands and causes of action.

(____*) I agree that any claims, actions or disputes arising from my participation in any activity at The Farm, or regarding this LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK WITH INDEMNIFICATION, shall be exclusively settled by **mediation and/or arbitration**, conducted solely within the Commonwealth of Virginia, and in accordance with the rules of the American Arbitration Association. I specifically **waive resolution by a trial, including waiver of a trial by jury**, for any and all claims, actions and disputes arising from my presence at, and participation in, activities at The Farm, or this LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK WITH INDEMNIFICATION.

(____*) I agree to extend every effort to make safe my presence within the facility and my participation in all activities. Should I become aware of any potentially unsafe aspect regarding myself, other participants, the property, training techniques, any equipment, the weather, or other matter, I agree to immediately notify The Farm staff.

(____*) I agree that I am personally responsible for my own safety. I agree to immediately follow all instructions given by The Farm staff or other training instructors, except if I should have any reservations about the safety of those instructions, in which case I will stop all activity and seek safety clarifications. I shall, while maintaining safety for myself and others, immediately notify The Farm staff or other instructors of any safety concerns I may have. Should I feel unsafe about any condition, including the capability or conduct of other training participants, I agree to NOT participate in the activity that I deem unsafe. I additionally acknowledge that The Farm staff or other training instructors may, at any time, use their own discretion, and determine whether or not participants may continue with any activity, including termination of participation in all activities at The Farm. Should my participation be terminated, I will return all equipment, and leave the activity/facility immediately.

(____*) I agree that if I am not capable of completing the demands and/or functions of the activity, I am required to immediately advise The Farm staff. I agree to perform the techniques taught at no greater speed or force level that I am comfortable with, and competent at, performing. If unsure of the proper technique, I agree that I shall ask for assistance from The Farm staff or training instructors, and shall not improvise any techniques on my own.

(____*) I agree to immediately notify The Farm staff of any injury to myself or another participant. I agree to immediately notify The Farm staff of any damage or destruction of The Farm's property or equipment.

(____*) I agree while on The Farm property, I must keep all firearm(s) unloaded and cased when not in active training use.

(____*) I certify that I am not a fugitive from justice, and am not under indictment by any Court.

(____*) I certify that I have not been charged with, or convicted of, any felony.

(____*) I certify that I have not been charged with, or convicted of, domestic violence, and am not subject to any domestic violence protective orders.

(____*) I certify that I am not drug or alcohol dependent, have not consumed any alcohol or intoxicating substances within twelve (12) hours of arriving at The Farm, and will not consume any alcohol or intoxicating substances while on The Farm premises.

(____*) I certify that I have not been adjudicated incompetent.

(____*) I certify that I have never been discharged from the Armed Forces under dishonorable conditions.

(____*) I certify that I am a citizen of the United States.

(____*) I certify that I am not pregnant.

(____*) I expressly agree that the foregoing LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK WITH INDEMNIFICATION is intended to be as broad as is permitted by the laws of the Commonwealth of Virginia. I further agree that if any provisions of this Liability Waiver and Assumption of Risk agreement are held to be invalid, nevertheless, the remaining balance of the agreement shall continue in full force and effect.

WHEREFORE, I have had sufficient opportunity to read this entire document, I acknowledge and understand the LIABILITY WAIVER, RELEASE AND ASSUMPTION OF RISK WITH INDEMNIFICATION, and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue in a court of law in favor of resolution by arbitration. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PARTICIPANT NAME: _____

PARTICIPANT SIGNATURE: _____

DATE SIGNED: _____