

MAST Solutions, LLC

INFORMED CONSENT AND ASSUMPTION OF RISK

MAST Solutions, LLC is a for profit Limited Liability Corporation. References to **MAST Solutions, LLC** include

"**MAST Solutions, LLC**", its manager, officers, officials, employees, volunteers, students, agents, and assigns.

- I (print your name) _____ understand I am to participate in the firearms training course (henceforth referred to as the Program).
- I fully understand and appreciate the dangers, hazards and risks inherent in participating in the Program, in the transportation to and from the Program, and in any independent research or activities I undertake as an adjunct to the Program.
- I agree that participating in any activity is an acceptance of some risk of injury and/or loss or damage of property. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for the Program and to provide what I will need. I agree to make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices, which may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue any activity. I will not wear or use or do any thing that would pose a hazard to myself, or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement, I may not be permitted to continue to participate in the Program.

In consideration of my participation in this Program, I agree as follows:

SPECIFIC HAZARDS PROGRAM: Despite precautions, accidents and injuries can occur. I understand that participating in a firearms competition with live fire and other students with firearms and live ammunition is potentially dangerous, and that I may be injured and/or lose or damage personal property as a result of participation in the Program. Therefore, I ASSUME ALL RISKS RELATED TO THE ACTIVITIES including, but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including, but not limited to, bodily injury of any nature, whether severe or not, which may occur as a result of participating in an activity or contact with physical surroundings or other persons; arising from travel by car, bus or any other means; death, injury or illness including injury from a firearm exploding, shrapnel from bullets or other firearms exploding, bullets ricocheting, fragmenting and flying back to the firing line, tripping, falling and possibly being shot by a fellow student.
- Theft, loss or damage of my personal property while in transit or participating in the Program.
- Natural disaster or other disturbances, and alteration or cancellation of the Program due to such causes.
- The participant understands that he or she will be asked to participate in training with loaded firearms (live fire exercises) that involves movement with and manipulation of loaded firearms while engaging targets with live ammunition in close proximity with other students/participants.

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- The participant understands that he or she will be participating in competition, training and /or general shooting activities with firearms and live ammunition (a live fire exercise) in close proximity to other participants who will have varying levels of experience with live fire training and this presents hazards such as being injured due to the inexperience of other participants. The injuries include being shot, puncture wounds and death in limited circumstances.

SIGNATURE: I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Informed Consent and Assumption of Risk Form and acknowledge that I understand it. My signature below indicates that I have read and freely signed this agreement, which take effect as a sealed instrument.

IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING.

Signature of Program Participant

Date

Signature of Parent or Legal Guardian
(If student is a minor)

Date

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

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STUDENT/PARTICIPANT RELEASE AND INDEMNITY AGREEMENT

Printed Name of Student/Participant: _____

Course/Activity: _____

Instructor: _____

Dates of Participation: _____

For and in consideration of being permitted to participate in the Course/Activity above (including related travel, if any), **I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE MAST Solutions, LLC** and all instructors, sponsors, agents, employees, officers, trustees and affiliates of **MAST Solutions, LLC** of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person or my death or any one or more of the foregoing, arising directly or indirectly out of my participation for any purpose in the Course/Activity, **INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF MAST Solutions, LLC, INCLUDING ANY NEGLIGENT CONDUCT OF MAST Solutions, LLC** but excluding any gross negligence or willful misconduct of **MAST Solutions, LLC**. **IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY ME OF MAST Solutions, LLC FROM THE CONSEQUENCES OF MAST Solutions, LLC's OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY RELEASE OF MAST Solutions, LLC DOES NOT APPLY IS WITH RESPECT TO ANY OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MAST Solutions, LLC. I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MAST Solutions, LLC** for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of my property or the property of another, any injury to me or my death, or the injury to or death of any other person or any one or more of the foregoing, arising out of my participation for any purpose in the Course/Activity, **INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF MAST Solutions, LLC, INCLUDING ANY NEGLIGENT CONDUCT OF MAST Solutions, LLC** but excluding any gross negligence or willful misconduct of **MAST Solutions, LLC**. **IT IS MY EXPRESS INTENT THAT THE ABOVE INDEMNITY INCLUDES INDEMNIFICATION BY ME OF MAST Solutions, LLC FROM THE CONSEQUENCES OF MAST Solutions, LLC's OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER**

WHICH MY OBLIGATION TO INDEMNIFY MAST Solutions, LLC DOES NOT APPLY IS WITH RESPECT TO AN OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MAST Solutions, LLC. By execution below I hereby acknowledge that I recognize and assume all of the risks associated with the Course/Activity. **I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE**

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PARTICIPATING IN THE COURSE/ACTIVITY, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT. I understand that **MAST Solutions, LLC** does not provide such coverage, and that no insurance coverage may exist through **MAST Solutions, LLC** to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the Course/Activity.

The terms of this Release and Indemnity Agreement are to be governed by and construed under the laws of the State of Texas, and venue with respect to any dispute arising between **MAST Solutions, LLC** and any other party that involves this Release and Indemnity Agreement or my participation in the Course/Activity shall be exclusively in Harris County, Texas. Each provision of this Release and Indemnity Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals, and that such terms are binding upon me, my heirs, personal representatives and assigns. In making this Release and Indemnity Agreement, I have not relied upon any statement or representation pertaining to this matter made by **MAST Solutions, LLC** or any other person or entity which is hereby released. **I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, AND THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS.**

Dated this _____ day of _____, 2____.

Signature of Student/Participant

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Release of Liability