

# VINCO GROUP, LLC

## RELEASE WAIVER, POLICY AND ASSUMPTION OF RISK AGREEMENT

In consideration for participation at a VINCO Group property of Enterprise in any event conducted by them or on their premises, I the undersigned, for myself, my personal representatives, heirs, executors, next of kin, spouse and assigns do agree as follows:

A. I RELEASE, WAIVE AND DISCHARGE the following persons ("**RELEASED PARTIES**") from any and all claims of liability for my personal injury, by bodily injury, or that of my minor guest, connected with my participation with any event conducted by VINCO Group of Enterprise, or as a result of any training, instruction, or service received there, however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES** of arising under the doctrine of strict liability, to the full extent allowed by law.

The person I am releasing, included their owners, officers, directors, agents, employees, spouses, officials, members, contractors, subcontractors, lessors and lessees are:

1. Vinco Group LLC
2. All persons or organizations authorized to conduct business or special events on the premises of Vinco Group of Enterprise.
3. All persons involved, in any manner, in any competitive, recreational, or training event conducted on the premises of Vinco Group of Enterprise including adjacent lands owned by or leased by the corporation. "All persons involved" include, but are not limited to, coaches, referees, or instructors; and
4. All other persons present.

B. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PROPERTIES** for loss or damage on account of my personal injury, bodily injury, death, property damage and/or any other personal or financial injury, or that of my minor guest, sustained as a result of my participation in any event, training or service conducted on the premises. I ACKNOWLEDGE that such injuries, death, and/or damage ARE NOT COVERED by any insurance issued to any of the **RELEASED PARTIES**.

C. I AGREE TO INDEMNIFY AND REIMBURSE the **RELEASED PARTIES** for their defense and indemnity (to the limited extent that the defense and indemnity are not otherwise covered by collectible insurance) in the event that someone suffers personal injury, bodily injury, death, or property damage as a result of my negligence (whether active or passive), or willful misconduct, or that of my minor guest.

D. **I AGREE THAT THIS AGREEMENT** shall be governed by a construed in accordance with the laws of the State of Alabama. All disputes and matters whatsoever arising under, in connection with, or incident to the agreement shall be litigated, of at all, in and before a Court located in the State of Alabama, United States of America, to the exclusion of the Courts or any other state or country. In any such Litigation, I will pay all attorneys' fees and cost of **RELEASED PARTIES**.

E. **I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CONNECTED WITH MY PARTICIPATION IN ANY EVENT CONDUCTED BY VINCO GROUP OF ENTERPRISE, OR ON THE PREMISES, HOWEVER CAUSED, EVEN IF CAUSED BY THE ACTIONS, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES.**

VINCO Group refund policy - VINCO Group reserves the right to, or not to issue a refund on a case by case basis. Refunds for services issued by Vinco Group will be done by reserving a class date for a later class not to exceed 6 months from the date of the refund. The determination to refund, or not to refund will be made by considering the mitigating circumstances surrounding the cancellation or inability to complete training

I certify that I am fully knowledgeable and comfortable with the firearms and ammunition I am about to use whether brought by me, borrowed from another person or rented/purchased by Vinco Group of Enterprise, Alabama.

### **I understand the four tenets of Firearm Safety:**

1. **NEVER point a gun at something you are not willing to shoot.**
2. **NEVER place your finger on the trigger until you are ready to fire.**
3. **Treat every firearm as if it is loaded.**
4. **Know your target and what is beyond it.**

**I have read, and understand, the safety regulations posted on this document.**

**I have read, understand, and agree to the above RELEASE, WAIVER, POLICY AND ASSUMPTION OF RISK AGREEMENT.**

X \_\_\_\_\_  
Participant Signature Date

Printed Name: \_\_\_\_\_

