

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for being allowed to take part in the Activities (defined below) at/on the property, facilities and services of Extreme Stress Shooting (E.S.S.), of 963 Highwood Mtn. Ln., Great Falls, Montana 59405, I agree to the following. Every adult participant must sign his or her own agreement; my signature binds only me (and, in the parent/guardian section, a minor I sign for).

1. Releasees. “E.S.S.” and the “Releasees” mean Extreme Stress Shooting (E.S.S.); Kenneth L. Leppell, as owner and landowner; E.S.S.’s instructors, range officers, employees, representatives, agents, and volunteers; and any club hosting a match or event at E.S.S. (for example, Crooked Falls Practical Shooters), with its officers and volunteers, while on E.S.S. premises.

2. Activities covered. This agreement covers any use of or presence on E.S.S. premises, including: open range use, steel target shooting, and night or low-light shooting by request; firearms training and courses, including USCCA courses; use of rental firearms under instruction; club matches and events hosted at E.S.S. (for example, USPSA and Steel Challenge matches); target stand rental; and spectating (the “Activities”).

3. Term. This agreement is valid for my current membership period: for an Annual Membership, one year from the date I sign; for an Exploratory Membership (guest), one month from the date I sign. I will sign a new agreement each time I join or renew. Exploratory members must be accompanied by an annual member at all times.

4. Rules and range commands. I agree to observe and obey all posted rules and warnings, including the E.S.S. Range Rules posted at the range and on the E.S.S. website, and further agree to follow any oral instructions or directions given by E.S.S., or the employees, representatives or agents of E.S.S., including every range officer command such as a cease-fire. E.S.S. may refuse entry to, or remove, any participant at any time for unsafe conduct or for not following the rules or instructions.

5. Known inherent risks. I recognize that there are certain inherent risks associated with the Activities that cannot be removed without changing their nature. Known inherent risks include, but are not limited to:

- ricochets and fragments, including from steel targets
- firearm or ammunition malfunctions
- noise and hearing damage
- lead and chemical exposure
- muzzle blast
- hot brass and ejected cases
- recoil injuries
- other participants’ errors
- uneven or rough terrain and gravel roads
- weather, heat and cold, and wildfire conditions
- wildlife, insects, and snakes
- a remote location and delayed emergency response
- limited or no cell phone service
- low-light or night shooting
- physical exertion

These risks can cause property damage, serious injury, permanent disability, or death. I voluntarily accept and assume these risks, whether known or unknown.

6. Release (limited). To the fullest extent allowed by Montana law, including MCA 27-1-753, I release and discharge the Releasees from liability for injury, death, loss, or damage to me or my property arising out of the Activities that results from (a) the inherent risks of the Activities, or (b) the ordinary negligence of the Releasees. This release does NOT apply to fraud, willful injury, gross negligence, or violations of law by any Releasee (MCA 28-2-702).

7. Indemnity (my own acts). I agree to indemnify and defend the Releasees against claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, to the extent caused by my own negligent, reckless, or willful acts or omissions, or by my breach of this agreement.

8. Damage to facilities. I agree to pay for all damages to the facilities of E.S.S. caused by my negligence, recklessness, or willful actions.

9. Medical fitness and emergency care. I am physically and mentally able to take part, I will not participate under the influence of alcohol, drugs, or medication that impairs judgment, and I will tell an instructor or range officer about any condition that may affect my safety. I understand that help may be slow to arrive at this remote location. I consent to first aid and to emergency medical care and transport if needed, at my own expense, and authorize the Releasees to call emergency services for me.

10. No other promises. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

11. Electronic signature. If I sign electronically, I consent to use an electronic signature and electronic records for this agreement under the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and the Montana Uniform Electronic Transactions Act (MCA 30-18-101 et seq., including MCA 30-18-106), and I agree my electronic signature has the same effect as a handwritten one. I may instead sign on paper, and I may request a free paper copy of my signed agreement from E.S.S. at any time.

12. Law, venue, and severability. Any legal or equitable claim that may arise from participation in the Activities shall be resolved under Montana law, in the courts of Chouteau County, Montana. If any provision, section, subsection, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT AND UNDERSTAND THAT IT IS FOR THE LENGTH OF MY CURRENT MEMBERSHIP PERIOD. I FURTHER UNDERSTAND THAT I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS TO USE THE ESS PREMISES & FACILITIES.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

PARTICIPANT (adult, 18 or older – or a member of the Armed Services)

Printed name of Participant	Date of birth
Address (street, city, state, ZIP)	
Phone	Email
Emergency contact name	Emergency contact phone
Membership type: ☐ Annual (one year) ☐ Exploratory / guest (one month)	Member #
Medical notes (optional) – conditions or allergies range staff should know about	
Signature of Participant	Dated

PARENT / GUARDIAN CONSENT FOR MINORS (children are 17 and under, unless a member of the Armed Services)

I am the parent or legal guardian of each minor named below. I have read this entire agreement and I consent to the minor's participation in the Activities. On my own behalf and on behalf of the minor, I understand and accept the known inherent risks listed in Section 5, and I agree that the minor will follow the posted rules and all instructions and will be supervised by a responsible adult at all times. To the extent allowed by Montana law, I give the release in Section 6 on my own behalf and on the minor's behalf, and I agree to indemnify and defend the Releasees against any claim brought by or for the minor arising from the Activities, except claims caused by fraud, willful injury, gross negligence, or violations of law.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

Minor's acknowledgment: I have read (or had read to me) the range rules and the risks above, I understand them, and I promise to follow the rules and every instruction from my parent or guardian, instructors, and range officers.

Minor's printed name	Date of birth	Minor's signature (acknowledgment)
Minor's printed name	Date of birth	Minor's signature (acknowledgment)
Minor's printed name	Date of birth	Minor's signature (acknowledgment)

Printed name of Parent or Guardian	Relationship to minor(s)
Signature of Parent or Guardian	Dated