



## Constellis, LLC

### PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services of Constellis, LLC ("Constellis") and being permitted to use the property, equipment and facilities of Constellis, I, for myself AND for my personal representatives, heirs, parents, children, executors, next of kin, any person or entity claiming by or through me or representing me in any capacity whatsoever, attorneys and assigns, jointly or severally, (collectively "I") hereby **voluntarily forever release, discharge and covenant not to sue** Constellis, its agents, subsidiaries, affiliates, owners, shareholders, members, managers, officers, directors, volunteers, invitees, participants, employees and all other persons or entities acting in any capacity on their behalf, including the owners of any real or personal property that may be utilized in my activities with Constellis (hereinafter collectively referred to as "Constellis") as set forth below.

1. **I UNDERSTAND, ACCEPT AND ASSUME ALL RISKS INVOLVED IN ALL CONSTELLIS ACTIVITIES IN WHICH I PARTICIPATE.** I acknowledge that my presence on Constellis property, my participation in activities made available by or through Constellis, and my use of Constellis' property, equipment, facilities or services for any personal or professional purpose (hereinafter collectively referred to as the "Activities"), including by not limited to (i) hunting, recreation, driving, rock-climbing, tower climbing and use, fast-roping, training, shooting competitions or target shooting; and/or (ii) firearms shooting and firearms training at a shooting range, **entails known and unanticipated risks which could result in physical or emotional injury, permanent disability, paralysis, death, or damage to myself, to property or to third parties** (hereinafter collectively referred to as the "Risks"). The Risks include, among other things, the undersigned or third parties being shot by a firearm causing grave bodily injury or death, suffering hearing loss, eye injury or loss, blindness, inhalation or contact with airborne contaminants and or flying debris, fractures, partial or total paralysis, heat stroke, heart attack or other ailments that could cause serious disability. I fully understand and acknowledge that these Risks and dangers may be caused by the negligence of Constellis, the negligence of the participants, the negligence of others, accidents, conditions on the premises, equipment malfunction or failure, breaches of contract, forces of nature or other causes and may arise from foreseeable or unforeseeable causes. I **fully and voluntarily accept and knowingly and willingly assume all such Risks and all responsibility for losses, costs and damages I may incur as a result of my participation in the Activities, including the possibility of personal injury, death, property damage, or other losses resulting therefrom.** Participation in the Activities is purely voluntary, and I elect to participate despite the Risks.
2. **I FULLY RELEASE, DISCHARGE AND COVENANT NOT TO SUE CONSTELLIS FROM ANY AN ALL LIABILITY CONNECTED WITH THE ACTIVITIES AND PROMISE TO INDEMNIFY THEM.** I hereby voluntarily release and forever discharge Constellis for any and all losses, claims, causes of action, costs, expenses, attorneys' fees, damages and liabilities, of whatever kind or nature, whether in contract, tort, warranty, strict liability or otherwise, **including but not limited to claims arising from negligence, gross negligence, omissions or failure to guard or warn against dangerous condition, use, structure or activity, negligent rescue operations, or any other cause, that may arise or result from personal injury, property damage, death, or any other damages or injuries arising from or relating to my participation in any Activities,** including all Activities on Constellis premises or my use of Constellis' property, equipment or facilities, whether or not caused by any act, omission or negligence of Constellis. I further **covenant and agree not to institute any suit or action at law or otherwise against Constellis and agree to hold harmless, indemnify and defend Constellis** from and against any losses, liabilities, claims (including, any claim by a third party against Triple Canopy that may be injured as a result of my participation in any Activities), damages, or expenses, including attorneys' fees and court costs, which Constellis may sustain as a result of my participation in any Activities, including all Activities on Constellis premises or my use of Constellis' property, equipment and facilities. Should Constellis or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify, defend and hold them harmless for all such fees and costs.
3. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
4. In the event that I file a lawsuit against Constellis, I agree to do so solely in the Commonwealth of Virginia and that Virginia shall be the exclusive jurisdiction for any such lawsuit related to or arising from my participation in any Activities or this agreement. I further agree that the substantive law of the Commonwealth of Virginia shall apply in any such action without regard to conflict of law rules of that state.
5. **BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT:**
  - (A) I HAVE GIVEN UP SUBSTANTIAL RIGHTS;
  - (B) THAT IF I AM HURT OR MY PROPERTY IS DAMAGED IN ANY CONSTELLIS-RELATED ACTIVITIES, OR OTHERWISE WHILE OCCUPYING OR USING CONSTELLIS PROPERTY, I AGREE THAT IT IS MY INTENTION TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST CONSTELLIS AND RELEASE CONSTELLIS FROM ALL LIABILITY;
  - (C) I HAVE SIGNED THIS AGREEMENT WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW; AND
  - (C) IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

*I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.*

Participant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

#### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (Print minor's name) ("Minor") being permitted by Constellis to participate in its activities and to use its equipment and facilities, I further agree to indemnify, defend and hold harmless Constellis from and against any and all losses, liabilities, damages, or expenses, including attorneys' fees and court costs, which Constellis may sustain as a result any claim, action or lawsuit brought by, or on behalf of Minor, arising from or related to Minor's participation in any activities on Constellis premises or Minor's use of Constellis' property, equipment, facilities or services. I further covenant not to sue Constellis, or otherwise institute any action against Constellis, arising from or related to Minor's participation in any activities on Constellis premises or Minor's use of Constellis' property, equipment, facilities or services.

Parent / Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent / Guardian Printed Name: \_\_\_\_\_