

Waiver & Liability Form

In consideration of the undersigned being permitted to engage in any activity, recreational or otherwise, on any property including without limitation any building, parking areas, sidewalks and land, leased, occupied, used or accessed by Hot Brass Inc., Guns Inc., or 1050 Main Street LLC and each or their successors and assigns, including without limitation to property located at 1050 Main St, West Springfield, MA 01089, (collectively the the Premises), the undersigned and the undersigned's heirs, family members, guests, executors, administrators, personal representatives, successors and assigns (collectively the Undersigned) hereby understands, acknowledges and agrees to the following:

1. The undersigned is fully aware of the risks and hazards inherent, whether know or unknown, in entering upon and taking part in any activity on the Premises and voluntarily enters and take part in any activity on the Premises with the knowledge and appreciation of the danger involved; further, the undersigned expressly assumes the risk of entering on the Premises and taking part in any activity, recreational or otherwise, on the Premises, including without limitation: archery, handgun, rifle, shotgun, and machine gun shooting; firing live ammunition; observing individuals discharging firearms or other types of weapons; eating food or drinking beverages, including any type of alcoholic beverage; parking; and any other use of or activity on the Premises.

2. The Undersigned hereby releases, waives, and forever discharges and covenants not to sue or make a claim against Hot Brass Inc., Guns Inc., or 1050 Main St. LLC, including each of their respective affiliates, successors and assigns, officers, managers, volunteers, members, directors, agents, attorneys or representatives, (collectively, the Hot Brass Inc. Releases) for any and all claims, demands, damages, expenses, causes of action, attachments of property or liability of any kind whatsoever that arise, directly or indirectly from property damage, personal or emotional injury, including partial or total disability, dismemberment or paralysis, or death directly or indirectly resulting from the Undersigned entering or being on the Premises, even if such claims demands, damages, expenses, causes of action, attachments of property or liability result partially or wholly, or directly or indirectly, from any act or omission to act, whether negligent or otherwise, including negligent or omitted first-aid operations or procedures, by Hot Brass Inc., Guns Inc. or 1050 Main St LLC. Releasees.

3. The Undersigned certifies that he/she is not prohibited under and Federal or State law from possessing a firearm.

4. The Undersigned acknowledges that the risks and hazards that he/she is assuming may increase or change during the Agreement Term.

5. The Undersigned hereby consents to and authorizes the administration of all emergency medical treatment, or lack there of, which might be provided or available at the Premises.

6. The Undersigns acknowledges and agrees that he/she/they have read and understands and at all times will abide by all rules and regulations, any rules or procedures applicable to any particular activity, the procedures, safety rules and any and all instructions whether communicated in writing or verbally with respect to the Premises which are incorporated herein by reference, including those rules and regulations attached hereto and incorporated herein, (the Rules).

7. I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am NOT under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others. I acknowledge that this Accident Waiver and Release of Liability Form will be used by Hot Brass Inc., Guns Inc. or 1050 Main St LLC. who organized the activities in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.

I AGREE

Signature (over 18 years of age) _____

Date: _____