

**FULL AND GENERAL RELEASE, WAIVER, INDEMNIFICATION,  
AND HOLD HARMLESS AGREEMENT FOR FIREARMS  
TRAINING BY  
JOSEPH CARL MORGAN AND JM INSTRUCTION, LLC**

I. PARTIES

I, the undersigned \_\_\_\_\_ of \_\_\_\_\_  
NAME ADDRESS

do hereby acknowledge that I have been permitted by instructor Joseph Carl Morgan of JM Instruction, LLC to attend a course in firearms safety, which course of instruction necessarily includes:

- 1 Training in the proper handling of various firearms;
2. Actual use, maintenance, and handling of various firearms;
3. The live firing of various firearms, including movement with live firearms; and
4. The use of, and entry in and upon premises in and at which to receive such training and use of live firearms.

II. CONSIDERATION FOR THIS RELEASE

I acknowledge the receipt of valuable consideration for this release which includes, but is not limited to, educational materials, lectures, supervision of live fire, and such other instruction and supervision as the said Joseph Carl Morgan and JM Instruction, LLC, deem advisable, the receipt and sufficiency of which consideration I hereby acknowledge.

III. INDEMNIFICATION AND RELEASE

I hereby release the said Joseph Carl Morgan, JM Instruction, LLC, and all its officers, agents, and employees and associates, partners, agents, contractors, including but not limited to the Holbrook Sportsmen's Club Inc. and agree to hold harmless, indemnify; and defend each and all of them from and against any harm, fault, damages, demands, complaints, costs, and causes of action, whether in equity or at law, which are based in, related to, arise from, or are in any other way derived from the firearms instruction provided by the said Joseph Carl Morgan and JM Instruction, LLC, and all activities related thereto. This indemnification and release includes, but is not limited to:

1. My presence at, participation in, or attendance during such instruction, live fire training, or firearms demonstrations;
2. My entrance upon any range, building, course of fire, or other property and premises;
3. Any and all acts or omissions by the said Joseph Carl Morgan, JM Instruction, LLC, and all its officers, agents, and employees; and
4. Any and all acts or omissions by myself.

IV. FULL WAIVER OF ALL CLAIMS

On behalf of myself, my heirs, assignees, executors, administrators, agents, employees, and representatives, I hereby expressly waive any and all demands, complaints, suits, and causes of action, whether in equity or at law, which are based in, related to, arise from, or are in any other way derived from the firearms instruction provided by the said Joseph Carl Morgan, JM Instruction, LLC, and all its officers, agents, and employees, associates, partners, agents, contractors, including but not limited to the Holbrook Sportsmen's Club and hold each and all of them harmless from all activities related thereto. This waiver includes, but is not limited to all those activities, events, and omissions set forth in ,r III, *supra*.

V. ACKNOWLEDGMENT AND INFORMED ACCEPTANCE OF ALL RISKS ASSOCIATED WITH OR RELATED TO THIS ACTIVITY

I hereby acknowledge that I have been made informed and made aware of, and knowingly accept, the fact that this training and activity necessarily entails certain risks inherent in the handling, training, live fire, and other use of firearms, and my presence at and participation in such training and activities. I hereby accept those inherent risks.

VI. SCOPE OF THIS DOCUMENT

I hereby acknowledge that it is the express intent and purpose of this Full and General Release, Waiver, Indemnification, and Hold Harmless Agreement to be limited in the scope and breadth of its application only by the limits of Massachusetts law. Should any section or provision of this release be deemed invalid or otherwise unenforceable, the remaining sections and provisions shall remain in full force and effect.

VII. REMEDIES

No remedy available under Massachusetts law to the said ----- at law and in equity whether now or in the future, is limited or excluded by this document. To the extent Massachusetts law permits the voluntary waiver of remedies, I hereby so waive all of them.

VIII. ACKNOWLEDGMENT AND ACCEPTANCE

I understand the terms and provisions of this document, and hereby acknowledge and accept them. Further, I have read the rules for this instruction and the range(s) and facility(ies) on which it will be conducted, and hereby agree to abide by them, together with the instructions, rules and procedures of Joseph Carl Morgan, JM Instruction, LLC, and all its officers, agents, and employees at all times during the course.

Witness my hand and signature:

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

Signed \_\_\_\_\_

Witness: \_\_\_\_\_

Print: \_\_\_\_\_