

MOORE COUNTY WILDLIFE AND CONSERVATION CLUB, INC.
FIREARMS INSTRUCTOR AGREEMENT

(All Firearms Instructors using MCWCC facilities must execute this form.)

FULL LEGAL NAME OF INSTRUCTOR:

NAME OF INSTRUCTOR'S BUSINESS & TYPE OF ENTITY (IF DIFFERENT FROM INSTRUCTOR'S NAME):

ADDRESS:

CITY, STATE, ZIP:

PHONE:

EMAIL:

PRINT full name of emergency contact:

Phone(s) of Contact Person:

General Acknowledgement of Firearms Instructor

I, the undersigned Firearms Instructor, execute this form (the "Agreement") and hereby acknowledge that in consideration of my use of certain facilities owned/leased by the **Moore County Wildlife and Conservation Club, Inc.**, a North Carolina non-profit corporation (hereafter "MCWCC") for firearms training, I agree to indemnify and hold MCWCC harmless, covenant not to sue MCWCC, as well as waive and release any and all claims that may arise during, or as a consequence of, my use of such MCWCC facilities. In consideration of these opportunities afforded me by MCWCC, I agree to (1) abide by all MCWCC Rules, Regulations and By-Laws duly adopted, from time to time, by the MCWCC Board of Directors; (2) maintain a firearms instructor general and professional liability insurance policy with coverage of \$1 million per occurrence and \$2 million aggregate, having MCWCC as a named insured; (3) require each and every student whose training involves the use of MCWCC facilities execute a MCWCC "Guest Waiver", while promptly supplying copies to MCWCC; (4) provide MCWCC with copies of all my instructor certifications; (5) instruct only courses in which I have appropriate certifications; (6) fully and completely cooperate with MCWCC range personnel, to include prompt compliance with their instructions; and (7) ensure that all students receiving instruction from me (a) are of legal age, (b) have no legal impediment to owning or possessing firearms, and (c) will only use the skills and/or knowledge gained in any of my courses for lawful purposes.

Risk Acknowledgement, Indemnity, Release and Covenant Not To Sue

I fully understand that, as a consequence of any and all stages of providing firearms instruction ("Activities"), either my students, third parties or I may suffer injury, and that certain injuries may result in death or permanent physical disability. In consideration of the opportunities afforded me by the MCWCC through this agreement, I hereby assume all risks, known and unknown, associated with participation in such Activities including, but not limited to, any injuries resulting from firearms, archery equipment, other weapons, falls, contact with other participants, and the conditions of MCWCC facilities and equipment, to include bodily injuries, permanent disabilities and death. To the fullest extent permitted by law, I hereby agree to indemnify and hold harmless and defend the MCWCC, its employees, organizers, volunteers, directors, representatives, agents and/or officers, (a.k.a. the "Indemnified Parties) from and against any and all claims, losses, damages,

expenses and other liabilities (including, but not limited to, court costs, expert witness fees and attorney's fees) arising out of and/or resulting in whole or in part from my participation in such Activities. I for myself and anyone entitled to act on my behalf, including, but not limited to my heirs, assigns and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Indemnified Parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in Activities, even if such claims, losses, damages, expenses and/or other liabilities arise out of the negligence or carelessness on the part of any or all of the Indemnified Parties. Furthermore, I covenant not to sue and not to file any legal action, lawsuit or other petition for judicial determination of my rights with respect to claims I might otherwise have against the Indemnified Parties at any time, other than for specific willfully tortious act(s) and, in such case, only with respect to the specific person(s) whose willfully tortious act(s) caused me damage.

Media Release

I hereby grant and convey to MCWCC all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about the Activity, and MCWCC shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, no known or hereafter invented.

Medical Emergencies

I hereby give permission to the MCWCC, its employees, organizers, volunteers, directors, representatives, agents and/or officers (hereafter, "MCWCC Parties") to contact emergency services for help, whether or not the MCWCC Parties have contacted my emergency contact, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the MCWCC Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) against the MCWCC Parties for obtaining emergency medical services for me pursuant to this authorization and waiver.

Venue/Jurisdiction/Construction/Severability

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, and any dispute that may later arise with respect to any term or provision of this Agreement shall be resolved in the General Court of Justice, Moore County, North Carolina, it being my clear intent to consent to such jurisdiction and venue. Should any portion of this Agreement require judicial interpretation, I agree that the Court or Tribunal construing the same shall not apply a presumption that terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the document. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. By signing this Agreement, I agree that I have read it, that I understand its contents, and that I act voluntarily in executing it.

Date

Signature of Firearms Instructor