



PHONE: 847-731-7898  
41666 SHERIDAN RD. ZION, IL 60099

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NON-RESIDENT ID #: \_\_\_\_\_ IL RESIDENT-FOID #: \_\_\_\_\_

## **AGREEMENT, RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE AND WAIVER OF LIABILITY**

**(READ CAREFULLY BEFORE SIGNING. THIS IS A WAIVER OF YOUR LEGAL RIGHTS)**

In the consideration of using this facility, herein after "5 Star Firearms", the undersigned, herein after "GUEST", agrees to assume the risk and waives all liability of injury and right to sue. Use of this facility, directly or as a spectator, (herein after "activity") includes but is not limited to: any class, competition, firearm rental, ammo purchase, firearm purchase, firing range rental, or training.

The GUEST is required to follow all safety rules written and verbal. 5 Star Firearms' rules are posted and the GUEST is given opportunity to ask for clarification of these rules. Any negligence or violation of these rules may result in ejection or banning from 5 Star Firearms' premises with or without refund of purchase(s) made.

The GUEST agrees to abide by the safety rules set forth by 5 Star Firearms, as well as any Federal or State laws governing the use and transportation of firearms. Signing of this document is representation that the GUEST understands the rules and laws and agrees to act in a safe manner while on the premises of 5 Star Firearms.

The GUEST swears under penalty of perjury that all information provided on this document is true and accurate.

Possession or use of a firearm by a convicted felon is prohibited by law and 5 Star Firearms will fully cooperate with any and all Federal and State authorities with the investigation and prosecution of such crimes. The GUEST may not allow the accompaniment of a convicted felon to the range as it is prohibited by law. Any GUEST who aids in such act is also at risk and liable for prosecution.

The GUEST releases, holds harmless and discharges 5 Star Firearms of and from all liabilities, claims, actions, damages, and costs of litigation/arbitration of any nature arising from any activity on the 5 Star Firearms premises. The GUEST also releases, holds harmless, and discharges 5 Star Firearms parent, related, affiliated, and subsidiary companies, as well as their officers, directors, employees, agents, representatives, insurers, successors, heirs and assignees of each.

The GUEST understands that the provisions of this agreement clearly and unequivocally include and apply to any claims of negligence (whether active or passive), bodily injury, death, property damage or loss as result of participation in any activity taking place at 5 Star Firearms.

The GUEST agrees to pay 5 Star Firearms for any damage to the facility or any individual made directly, indirectly or incidentally by the GUEST. This Agreement grants 5 Star Firearms right to receive said payment through GUEST's heirs, executors and administrators. Damages to facility or any individual includes but is not limited to property, personal injury, cleaning costs, loss of use, interruption of business, goodwill or reputation, medical costs, counseling costs, legal fees or attorney's fees.

- ARE YOU A CONVICTED FELON? ..... YES  NO
- ARE YOU UNDER THE INFLUENCE OF ALCOHOL OR A CONTROLLED SUBSTANCE? ..... YES  NO
- ARE YOU SUICIDAL OR DEPRESSED? ..... YES  NO
- HAVE YOU BEEN ISSUED A RESTRAINING ORDER FOR ACTS OF DOMESTIC VIOLENCE? ..... YES  NO
- HAVE YOU EVER BEEN ADJUDGED MENTALLY INCOMPETENT? ..... YES  NO
- ARE YOU PREGNANT OR NURSING? ..... YES  NO
- HAVE YOU EVER HANDLED A HANDGUN? ..... YES  NO
- HAVE YOU EVER HANDLED A RIFLE? ..... YES  NO
- HAVE YOU EVER HANDLED A SHOTGUN? ..... YES  NO
- DO YOU REGULARLY PRACTICE WITH A FIREARM? ..... YES  NO

This agreement shall be governed by the State of Illinois laws, and any legal action or litigation arising out of the GUEST's participation in any activity, shall exclusively be under the jurisdiction of the Circuit Court of Lake County, Illinois, as appropriate.

This agreement grants 5 Star Firearms a limited power of attorney and authorization to obtain, at the GUESTS cost, any and all emergency medical treatment necessary as a result of participation in any activity on the premises. Emergency and medical treatment will be defined as any medical care necessary to treat a sudden, unexpected situation or occurrence resulting in a medical condition demanding immediate medical attention. The GUEST will release, hold harmless and discharge 5 Star Firearms of liability to any costs incurred as a result of the exercise or failure to exercise said limited power of attorney, whether negligent or otherwise.

I (GUEST) represent that this agreement is intended to be as broad and inclusive as permitted by law. If any provision of this agreement is held illegal, invalid, or unenforceable, the remaining provisions shall not be impaired. Any ambiguities in this agreement shall not be construed in favor of or against any party.

No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder shall not constitute any waiver of the right to pursue other available remedies.

***I certify that I am eighteen (18) years of age or older and that I am entering into this agreement on my own behalf. I expressly understand that the aforementioned activity includes the discharge of firearms and the firing of live ammunition. I further certify that I have completely read the foregoing and I expressly agree to all of the provisions of this agreement.***

GUEST SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

5 STAR FIREARMS WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_