

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned participant (the "Participant"), in consideration for the services provided by The Cabin Armory and Training Center, Inc. ("The Cabin Armory and Training Center"), 10 Pethick Drive, Wilkes-Barre, PA 18708 and Participant's presence on the range, understand and agree to be legally bound by the following. The adequacy of the consideration for all agreement herein contained is stipulated, confessed and admitted by the Participant.

I acknowledge that I can read and understand English.

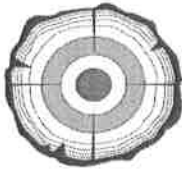
I understand that this is a binding legal document. The purpose of this Release, Waiver of Liability and Indemnity Agreement ("Agreement") is to exempt, waive and relieve The Cabin Armory and Training Center, including its officers, directors, representatives, agents, servants and employees (collectively the "Releasees"), from any and all claims, demands, actions, or causes of actions including fault or negligence.

I agree to abide by all safety rules and regulations implemented The Cabin Armory and Training Center.

I am fully aware that the services provided by The Cabin Armory and Training Center, including but not limited to use of range to shoot firearms, firearm rental, safety training or presence on the range may involve risks and hazards that include, but are not limited to, death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, (the "Risks") occasioned by, arising out of or incidental to my participation in activities and services at The Cabin Armory and Training Center and/or my presence at the range. **I hereby elect to voluntarily participate in said services** and be present on the range with the full knowledge that these services and my presence on the range may be hazardous to me or my property. **I knowingly and freely assume all such risks, both known and unknown.**

I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved with the services provided by The Cabin Armory and Training Center and my presence on the range. **I knowingly and freely assume all such risks, both known and unknown.**

I hereby release, discharge and hold harmless The Cabin Armory and Training Center, including its officers, directors, representatives, agents, servants and employees (collectively the "Releasees"), from any and all claims, demands, actions, liabilities, and judgments whatsoever that may be had by me, my personal representatives, assigns, heirs and next of kin as a result of any and all losses or damages to property or person, including death, that may occur while participating in or receiving the above services, including any and all future services provided by Releasees and undertaken by me, **whether caused by the passive, active, simple or gross negligence of any party, including the Releasees, or otherwise. I hereby assume full responsibility** for the risk of bodily injury, death, or property damage, whether due to negligence of Releasees, third parties, or otherwise, that may occur as a result of my participation in such services and/or my presence on the range.



If you are signing of behalf of a minor, the following section applies:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CABIN ARMORY AND TRAINING CENTER USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVIODED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THIS ACTIVITY IF YOU REFUSE TO SIGN THIS FORM.

I agree to defend, indemnify, reimburse and save harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including reasonable attorney's fees brought as a result of my participation in any and all activities and services at The Cabin Armory and Training Center and agree to reimburse them for any such expenses incurred.

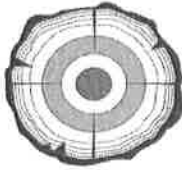
I agree that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of the agreement is held invalid, the balance shall continue in full legal force and effect. This agreement shall be interpreted under Pennsylvania Law without applying principles of conflict of laws. This agreement is binding upon Participant and his/her personal representatives, assigns, heirs and next of kin. **This agreement contains the entire agreement between the parties relating to the subject matter.**

I acknowledge that I have carefully read this release, waiver and indemnity agreement, fully understand its contents, and sign it voluntarily.

I agree that this Agreement may be pled as a bar to any action, suit or proceedings taken at any time against Releasees by me, my heirs, administrators, executors, personal representatives, dependents and successors of the Participant.

I affirm that I am NOT a convicted felon. I affirm that I am NOT intoxicated, nor under the influence of any illegal drugs or substances. I affirm that I am NOT taking any prescribed medications that may in anyway impair my ability to use or handle a firearm.

Page 2 of 3. This document continues on next page. Read this side and initial here: _____.
This document consists of three (3) typewritten pages. Read in entirety



THE CABIN

Armory and Training Center

10 Pethick Drive
Wilkes-Barre, PA 18702

570-550-9032

I agree that any litigation between the undersigned Participant and The Cabin Armory and Training Center shall be submitted to the Court of Common Pleas of Luzerne County, Pennsylvania for resolution. **I agree** to submit to the personal jurisdiction and subject matter jurisdiction of the Court of Common Pleas of Luzerne County, Pennsylvania for resolution of any litigation involving the Participant and The Cabin Armory and Training Center.

This Agreement binds the heirs, administrators, executors, personal representatives, dependents and successors of the Participant and ensures for the benefit of The Cabin Armory and Training Center its successors and assigns.

I HAVE READ AND DO VOLUNTARILY AGREE WITH THE TERMS OF THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

I ACKNOWLEDGE THAT I HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF MY CHOOSING BEFORE EXECUTING SAID AGREEMENT.

I verify that the representations I made in this Release are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

I agree that by swiping my membership card at The Cabin Armory and Training Center I am reaffirming all the terms of Release that is on file.

THIS AGREEMENT IS THREE (3) TYPEWRITTEN PAGES

Print Name of Participant

Signature of Participant

Date

Print Name of Minor

Signature of Guardian

Date