

Assumption of Risk, Waiver & Release of Liability, Photo & Video Permission Grant/Denial and Acknowledgement of Qualification to Possess Firearms or Ammunition

Bedford County Militia, Inc. - Collective Training Events -January 1, 2026 - December 31, 2026

Read Carefully Before Signing
Participation in the Event will be denied if this Waiver is not signed.

INCONSIDERATION FOR AND AS A CONDITION OF BEING PERMITTED TO ENTER THE PREMISES AND PARTICIPATE IN TRAINING SPONSORED OR CONDUCTED BY BEDFORD COUNTY MILITIA, INC. ("BCM, INC.") DURING THE DATES IN THE HEADER ABOVE (the "EVENT"), ON BEHALF OF MYSELF AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, EXECUTORS, SUCCESSORS AND NEXT OF KIN AND THOSE INDIVIDUALS WHOM I AM AUTHORIZED TO REGISTER FOR THE EVENT, I UNDERSTAND, AGREE AND REPRESENT AS FOLLOWS:

- 1. Danger.** I understand that the Event is an inherently dangerous activity that presents extreme risks which are all optional, meaning that I have the choice to participate in as many or as few activities as I choose.
- 2. Risks.** I hereby expressly assume the risk of entering the property(ies) upon which the Event will be held ("the premises") and of taking part in activities upon them, which may include, but not be limited to, instruction in, handling, and discharge of firearms, and the firing of live ammunition. I expressly acknowledge and agree that the activities of the Event involve the significant and inherent risk of injury or illness, including the potential for serious injury, permanent injury or death, and that not all such hazards or risks can be fully eliminated.
- 3. Hazards.** I am aware of the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all such risks, both known and unknown, associated with participating in the Event and entering the premises, whether or not caused by the negligence of the Event staff or volunteers, including, but not limited to, my own actions or inactions (or the actions/inactions of my minor child/ward), the actions or inactions of others (including Event participants, staff or volunteers), falls, injuries, insects/pests, illnesses (including COVID-19), infections, contact with others (including Event participants, staff or volunteers), navigating any and all obstacles, premises defects and the effects of weather, including, but not limited to, heat and/or humidity, cold, rain, snow, or ice.
- 4. Healthy.** I represent that I am, and on the date of the Event will be, in good health and sufficient physical condition, to safely participate in the Event and have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event, or that would create a danger to myself or others. I understand that I am advised to consult a physician or other medical professional before participating in the Event, especially if I am pregnant, disabled, or have recently suffered any illness or injury.
- 5. Insurance.** I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur from other event participants.
- 6. Medical.** I consent to and authorize any and all medical and hospital treatment that is deemed advisable or necessary for me in the event of injury, accident or illness occurring during my participation in the Event I also consent that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and for injury.
- 7. Abidance.** I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by Bedford County Militia, Inc. through its staff, representatives, or agents and to abide by any decision of any event official relative to my ability to safely participate in or attend the Event.
- 8. Propriety.** I understand and agree that I am expected to exhibit appropriate behavior at all times while at the Event and to obey all local, state and federal civil and criminal laws while participating in or attending the Event This includes, generally, respect for other people, equipment, facilities, and property. BCM, Inc. officials may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event, premises or any person, facility or property. I also agree to indemnify BCM, Inc., its directors, employees, agents, and volunteers, and the Landowner/Lease Holder of the premises (the "Landowner") and its employees and agents from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

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9. Sobriety. I agree not to consume alcohol prior to or during the Event or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Event

10. **Property.** I understand and agree that BCM, Inc., its directors, employees, agents, and volunteers, and the Landowner and its employees and agents are not responsible for any personal item or property that is lost, damaged or stolen at the Event or on the premises, whether checked in with BCM, Inc., its directors, employees, agents, and volunteers, or the Landowner and its employees and agents, or locked in my vehicle.

11. **Pets.** I understand and agree that pets are not permitted without prior authorization at the Event.

12. **Sales.** I understand and agree that the unauthorized sale of merchandise is not permitted, and I may be dismissed from the Event and the premises for selling such merchandise.

13. Contraband. I understand and agree that I may not bring alcoholic beverages, illegal weapons, unauthorized fireworks, illegal drugs, or medication not prescribed to me to the Event or the premises.

14. **Fees.** I understand and agree that any registration fees are final, non-refundable, and non-transferrable.

15. **Changes.** I understand and agree that BCM, Inc., and the Landowner reserve the right to change the Event venue, location, or date. In the event of such a change, there will be no refund of any registration fees.

16. **Cancellations.** I understand and agree that BCM, Inc., and the Landowner reserve the right to cancel the Event in the event of weather conditions (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning, and floods), accidents, acts of war or terrorism, military conflicts, riots, pandemics or other medical situations, governmental restrictions or guidelines, or for any reason that will affect the safety and security of Event participants and spectators. In the event of such cancelation, there will be no refund of any registration fees.

17. **Indemnification.** I indemnify and hold harmless BCM, Inc., its directors, employees, agents, and volunteers, and the Landowner and its employees and agents, and the other released parties from any and all claims I may have arising from my participation in the Event. I covenant and agree not to sue BCM, Inc., its directors, employees, agents, and volunteers, and the Landowner and its employees and agents, and the other released parties for any such claims, and from any loss, liability, damage or cost they may incur while I am at the Event or on the premises, whether or not caused by the active or passive negligence of BCM, Inc., its directors, employees, agents, and volunteers, and the Landowner and its employees and agents, or the other released parties.

18. **Release.** I release BCM, Inc., its directors, employees, agents, and volunteers, and the Landowner and its employees and agents, from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor child's/ward's) attendance or participation in the Event or while on the premises, whether or not caused by the active or passive negligence of BCM, Inc., its directors, employees, agents, and volunteers, and the Landowner and its employees and agents.

19. Pictures. (Please underline your selection below; if you do not, you will not participate in the Event).

I hereby CONSENT/ DO NOT CONSENT to the use of my image in photographs or videos taken at the Event for use in Event advertising, marketing, or promotion of the Event, or future Events, and for promotional materials, whether physical, or electronic, related to BCM, Inc., its mission, or activities.

20. **Compensation.** If I have given my consent to the use of my image by making that selection, then I understand and agree that any visual recordings taken of me obtained within and during the Event may be used, distributed, or reproduced for any purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

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21. Firearms. An Amendment to the Gun Control Act of 1968 (18 U.S.C. 922; the "Lautenberg Amendment") makes it a felony for anyone who has been convicted of a misdemeanor crime of domestic violence to ship, transport, possess, or receive firearms or ammunition. It is also a felony for any person to sell or otherwise dispose of a firearm to any person so convicted. A person shall not be considered as having committed a "crime of domestic violence" for purposes of the firearm restriction of the Gun Control Act unless all of the following elements are present: **(1)** the person was convicted of a crime; **(2)** the offense has as its factual basis the use or attempted use of physical force, or threatened use of a deadly weapon; **(3)** the convicted offender was at the time of the offense: a. a current or former spouse, parent or guardian of the victim, b. a person with whom the victim shared a child in common, c. a person who was cohabitating with or has cohabitated with the victim as a spouse, parent, or guardian, or d. a person who was similarly situated to a spouse, parent, or guardian of the victim; **(4)** the convicted offender was represented by counsel, or knowingly and intelligently waived the right to counsel; **(5)** if entitled to have the case tried by jury, the case was actually tried by jury of the person knowingly and intelligently waived the right to have the case tried by jury; **(6)** the conviction has not been expunged or set aside, or the convicted offender has not been pardoned for the offense or had civil rights restored, or the pardon, expungement, or restoration of civil rights provides that the person may not ship, transport, possess or receive firearms. It is in the interest of BCM, Inc. to ensure that all participants in the Event comply with Federal Law. **I have read and acknowledge that I am qualified to possess a firearm and ammunition in line with the qualifications presented here. I have an affirmative, continuing obligation to notify BCM, Inc. of qualifying convictions, and will do so immediately.**

ADULT PARTICIPANTS (Over 18): ACKNOWLEDGEMENT

I agree that my signature is my acknowledgement of the contents of this Assumption of Risk, Waiver & Release of Liability, Photo & Video Release, and Acknowledgement of Qualification to Possess Firearms or Ammunition (this "Waiver") and is my legally binding agreement to, and acceptance of, this Waiver's provisions. I also acknowledge and agree that my signature and participation in the Event constitutes my voluntary agreement to abide by the Event Rules and Regulations, as they exist on the date of the Event, and which may be unilaterally revised or modified by BCM, Inc. and the Landowner according to their discretion. I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND AGREE TO BE BOUND BY ITS CONTENTS.

Signature _____ Name _____ Date _____

MINOR PARTICIPANTS (Under 18): SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

The undersigned, being the parent or legal guardian of the minor named below, does hereby represent that he/she is in fact acting in such capacity, has read and understands the terms of this Waiver and the inherent risks assumed in allowing a minor to participate in the Event, consents to and grants permission for the minor's participation in the Event and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above (e.g., BCM, Inc. and the Landowner from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the minor's participation in the Event.

Print Minor's Name: _____ Print Name of Parent/Guardian: _____

Parent/Guardian Signature: _____ Date: _____