



PROACTIVE FAMILY PROTECTION

PREPARE TRAIN PREVENT

PARTICIPANT QUESTIONNAIRE & RELEASE OF LIABILITY

Name: _____ Date: _____

Date of Birth: _____ Under 18 (Please Check) No ☐ Yes ☐

Phone: _____ Email: _____

Parent or Guardian Name: _____

Emergency Contact: _____

Emergency Contact Phone: _____ Relationship: _____

FOR FIRE ARM USE ONLY (Please Circle Correct Answer):

1. Are you under indictment or investigation in any court for a felony, or any other crime, for which the judge could imprison you for more than one year? YES NO
2. Have you ever been convicted in any court of a felony, or any other crime, for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation? YES NO
3. Are you a fugitive from justice? YES NO
4. Are you an unlawful user of, or addicted to, marijuana, or any depressant, stimulant, narcotic drug, or any other substance? YES NO
5. Have you ever been adjudicated mentally defective (*which includes a determination by a court, board, commission, or other lawful authority that you are a danger to yourself or to others or are incompetent to manage your own affairs*) **OR** have you ever been committed to a mental institution? YES NO
6. Have you ever been discharged from the Armed Forces under dishonorable conditions? YES NO
7. Are you subject to a court order restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner? YES NO
8. Have you ever been convicted in any court of a misdemeanor crime of domestic violence? YES NO
9. Have you ever renounced your United States citizenship? YES NO
10. Are you an alien illegally in the United States? YES NO

I certify that my answers are true, correct, and complete. I understand that answering “yes” to any of the questions may prohibit a person from purchasing, possessing, or handling a firearm and disqualifies me from taking part in this course. Training is available to “people of good repute” and not individuals who have been convicted of a crime of violence or who are prohibited by federal, state, or local law from possessing or (handling) firearms.

Participant’s Signature: _____

Date: _____

Signature of Parent or Guardian (where applicable): _____

Date: _____

Photo Release: For valuable consideration given, the receipt and sufficiency of which is hereby acknowledged, I hereby authorize the use, publication, and reproduction at any time by Proactive Family Protection LLC and/or its affiliates, parents, heirs and assigns the photographs during training that may include my likeness, for any editorial, advertising, promotion, and any other purpose whatsoever, and hereby waive all claims or rights arising out of such use, publication or reproduction. I also waive any right to inspect or approve the finished materials in which such photographs will be used. **Please circle:** YES NO

Training, Liability Release and Assumption of Risk Agreement (this “Agreement”)
THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION
IN ACCORDANCE WITH THE NORTH CAROLINA UNIFORM ARBITRATION
ACT AND/OR THE FEDERAL ARBITRATION ACT

Read carefully and fill in blanks before signing:

I, _____, hereby affirm that I am aware that firearms, CPR/First Aid, other training and operations have inherent risks which may result in serious injury or death. I acknowledge that the reaction to, possession of, and/or use of firearms and non-lethal equipment is potentially dangerous, and involves risk of serious personal injury, death, psychological trauma, and/or personal and financial liability. The undersigned agrees to assume all risk and waives any and all claims of liability for personal injury, death, psychological trauma, and/or other personal or financial loss.

I understand that operating firearms and non-lethal equipment with explosive components involves certain inherent risks which may require transport to a medical facility; explosive detonations, misfiring, hang firing or its components, and other malfunctioning of ammunition, the firearm, or its components, ricocheting of projectiles, or impacted materials which may occur during training. I understand that the activities which are necessary for training and for certification, may be conducted at a site that is remote, either by time or distance or both, from a medical facility. I still choose to proceed with such instructional activities in spite of the possible absence of a medical facility in proximity to the training site and the immediate inherent risks of injury or death described herein.

I understand and agree that neither my instructor, Robert Gianino, Proactive Family Protection LLC, the facility at which I receive my training, nor any of their respective employees, volunteers, officers, principals, agents, contractors, heirs or assigns, (hereinafter referred to as “Released Parties”) may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, estate, successors, or assigns that may occur as a result of my participation in this firearms class, CPR / First Aid, and all other training or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this course, I hereby personally assume all risks of this course, whether foreseen or unforeseen, that may befall me while I am a participant in this course, including but not limited to the academics, travel, CPR / First Aid exercises, practical firing and all other activities and further agree to be bound by the terms of this Agreement.

I agree to abide by and immediately comply with any and all instructions given to me by my instructor during the course of my training and hereby acknowledge and agree that I may be removed from training for any or no reason, with or without cause, at the sole discretion of my instructor, in which case I shall receive as my sole compensation and damages a refund of any and all fees paid to date for my registration in the training.

I further release, exempt, waive and agree to indemnify, defend and hold harmless said course and Released Parties from any claim or lawsuit by me, my family, estate, heirs, successors or assigns, arising out of or in any way related to my enrollment and participation in this course, including both claims arising during this course or after I receive my certification, whether caused in whole or in part by the negligence or other conduct the Released Parties, to the fullest extent permitted by applicable law. I expressly understand and agree that this paragraph requires me to indemnify and defend the Released Parties for their own conduct, whether active or passive.

I also understand that shooting and participation in live fire, non-lethal, CPR/ First Aid, and all other exercises are physically strenuous activities and that I will be exerting myself during this training course, and that if I am injured as a result of a heart attack, panic, hyperventilation, virus, or any other cause foreseen or unforeseen, that I expressly assume the risk of said injuries and I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this Agreement, or that I have acquired the written permission, (attached), of my parent(s) or guardian(s), in which case the same have executed this agreement on my behalf below.

I understand the terms of this Agreement are contractual and not a mere recital, and that I have signed this document of my own free act and volition, not under duress, and with the knowledge that I hereby agree to waive my legal

rights as set forth herein. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement, with the remainder of the Agreement to continue in full force and effect. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

Notwithstanding any provision of law or this Agreement, in the event that any of the Released Parties are found liable for any injury, death, or other damages to me or my family, heirs, estate, successors or assigns that may occur as a result of my participation in this firearms, CPR/ First Aid and all other classes or as a result of the negligence of any party, I hereby acknowledge and agree that the sum total of any liability or damages assessed against all of the Released Parties together shall in no event exceed \$1,000.

I AGREE TO EXEMPT AND RELEASE PROACTIVE FAMILY PROTECTION LLC, MY INSTRUCTOR, ROBERT GIANINO, THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH HOWEVER CAUSED, PSYCHOLOGICAL TRAUMA, AND/ OR OTHER PERSONAL OR FINANCIAL LOSS INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

ARBITRATION: I AGREE, ON BEHALF OF MYSELF, MY FAMILY, HEIRS, SUCCESSORS, ESTATE, AND ASSIGNS THAT ANY AND ALL CLAIMS AND DISPUTES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE SUBJECT MATTER HEREOF, AND/OR ANY TRAINING I RECEIVE IN CONNECTION HERewith OR ANY EVENTS OR OCCURRENCES THAT OCCUR IN CONNECTION WITH SUCH TRAINING SHALL BE REFERRED TO MANDATORY, BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). IF ANY QUESTION ARISES CONCERNING WHETHER ANY CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION HEREUNDER, SUCH QUESTION SHALL BE RESOLVED BY THE ARBITRATOR(S) SELECTED IN ACCORDANCE WITH THE AAA RULES AND PROCEDURES. ANY SUCH ARBITRATION SHALL BE CONDUCTED IN MECKLENBURG COUNTY, NORTH CAROLINA.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE I SIGNED ON BEHALF OF MYSELF, MY HIERS, SUCCESSORS AND ASSIGNS. I AGREE THAT THIS AGREEMENT IS SUPPORTED BY GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENT OF WHICH IS HEREBY ACKNOWLEDGED.

Participants Name : _____

Participants Signature : _____ Date : _____

Parent(s) or Guardian(s) (Where Applicable)

The undersigned Parent(s) or Guardian(s) hereby warrants and represents that he or she has the full and unfettered legal right, capacity and authority to enter into this agreement on behalf of the Participant, including the right, capacity and authority to waive and release all claims, damages and liabilities with regard to the Participant as set forth hereinabove.

Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____ Date: _____