

Forms | Waiver and Acceptance of Liability RECITALS

1. This Waiver and Acceptance of Liability (“Waiver”) is by and between NORCAL MEDTAC, Brannon Schell, and all instructors acting underneath title of NORCAL MEDTAC, Henceforth referred to as NORCAL MEDTAC (“NORCAL MEDTAC”) and the undersigned class participant (“Participant”) prior to the Participant engaging in NORCAL MEDTAC’s medical or firearms (“Course”).
2. NORCAL MEDTAC is providing the Course for the benefit of Participant and others who desire to train in the use of medical and advance medical care and combat weapon tactics. The Course may involve the use of live ammunition and medical/trauma equipment/tools.
3. As with any training involving live ammunition, NORCAL MEDTAC will use its best efforts to provide a reasonably safe and effective training environment. However it is impossible to create an absolutely safe environment. Through this Contract, Participant acknowledges this fact and assumes the risks associated with live ammunition training.
4. As with any training involving medical/trauma equipment/tools, NORCAL MEDTAC will use its best efforts to provide a reasonably safe and effective training environment. However it is impossible to create an absolutely safe environment. Through this Contract, Participant acknowledges this fact and assumes the risks associated with medical/trauma training.

TERMS

1. Participant acknowledges that this Waiver is two pages long and that Participant has read both pages of it. Participant also states that he/she is over 18 years of age.

Initial ¶1 _____

2. NORCAL MEDTAC will allow Participant entry into the Course after Participant signs this Waiver.

Participant acknowledges that the Course, though beneficial, is not a necessity and that similar courses are offered by other entities. Participant is under no physical or economic compulsion from NORCAL MEDTAC to engage in this particular Course or to sign this Waiver.

Initial ¶2 _____

3. Participant will follow all directions given by NORCAL MEDTAC’s agent (the “Instructor”) for the duration of the Course. Participant acknowledges that such directions are vital for the safety of all Course participants.

Failure to follow directions from the Instructor may result in Participant’s ejection from the Course without refund of any monies paid to NORCAL MEDTAC for participant’s attendance.

Initial ¶3 _____

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4. Participant expressly acknowledges that training with live ammunition and medical/trauma equipment/tools is **inherently dangerous** and that there is no possible way that NORCAL MEDTAC, its employees, or its agents can provide a totally safe environment for the Course. Participant acknowledges that **attending and participating in the Course will enhance Participant’s exposure to risk of injury** occasioned by carelessness of the Instructor and other Course participants.

The Participant risks serious bodily injury and harm that includes a risk of death or dismemberment. Participant hereby assumes the risk of any and all injury that may result in participation in the Course.

Initial ¶4_____

5. Participant hereby absolves NORCAL MEDTAC of any damages Participant may experience in participating in the Course.

Participant agrees to hold NORCAL MEDTAC, its employees, and its agents harmless from any sort of injury or damage experienced by Participant in taking the Course. Participant expressly waives any and all rights and causes of action Participant may have for compensation at law and equity, including negligence, from NORCAL MEDTAC, its employees, or its agents in such event that the Participant is injured and shall indemnify the same.

Initial ¶5_____

6. This Waiver shall be binding upon Participant, his/her heirs, assigns, administrators, executors and estate.

Initial ¶6_____

Executed this _____ day of _____, 2011

Participant

Printed Name _____

Sign Name _____