



Retired Member Firearms Qualification Waiver and Release of Liability

I, _____ (hereafter, "Participant"), am a retired Member of the Division of State Police ("State Police"), and freely and voluntarily seek to participate in Retired Member Firearms Qualification, provided by the State Police, at the Troop ____ range, located at _____.

Participant agrees as follows:

1. I recognize and understand that the State Police offers this Firearms Qualification as a courtesy to Retired Members of the State Police. Retired Members are entitled to attend one Firearms Qualification per year. Retired Members who successfully complete Firearms Qualification will be provided with a certificate of completion. Retired Members must present their Retirement ID and a valid permit to possess firearms.

2. In consideration of this opportunity, I acknowledge that use of firearms is an inherently dangerous activity that may involve grave risks of injury, serious injury or death. With full knowledge and appreciation of these and other inherent risks associated with firearms use, I freely and voluntarily assume all risks associated with this Firearms Qualification. I also voluntarily agree to waive any and all rights to sue and hereby release the State of New York, the State Police, its employees and agents from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Firearms Qualification or resulting from any action or inaction by the State Police. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the State Police and which actions or inactions constitute ordinary negligence or a violation of any applicable law. Neither I nor my representatives or assigns shall make any claim against, maintain an action against, or recover from the New York State Police, the State of New York, its employees, agents, volunteers, representatives, designated officials, or others acting on my behalf for any injury, loss, damage or death, to me or my personal property (regardless of ordinary negligence by State Police, its employees or agents or regardless of an alleged violation of an applicable liability law).

3. This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

4. Firearms and ammunition required for this training are to be supplied by the Participant. Participant agrees to bring to this Firearms Qualification only properly registered firearm(s) which have been properly maintained and are in good working order, and appropriate ammunition in an amount necessary to complete the Firearms Qualification. Participant agrees to provide documentation that firearms used for this Firearms Qualification are properly registered to the Participant. Participant agrees to submit all firearms and ammunition for safety inspection prior to participating in Firearms Qualification.

5. Participant acknowledges that they have read and agree to comply with all range and firearms qualifications safety rules.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS A RELEASE OF CLAIMS AND THAT I AM ASSUMING ALL RISKS INHERENT TO MY PARTICIPATION, AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

Signature of Participant _____ Date _____

The Division of State Police reserves the right to deny an individual access to the Retired Members Firearms Qualification for good cause.

RETIRED MEMBER FIREARMS QUALIFICATIONS

SAFETY RULES

Participant agrees to abide by all of the following rules, in addition to all standard range safety rules. Participant acknowledges that failure to comply with these rules could result in injury or death to the Participant or another person or persons.

If Participant fails to comply with any of these rules, their participation in the firearms qualifications may be terminated without notice. Participant may not be permitted to continue any portion of the qualification and may be denied the opportunity to attend future qualifications. In addition, failure to comply with these safety rules may result in the suspension and/or revocation of any permit to possess firearms issued by the Superintendent of the Division of State Police.

1. Only firearms registered to the Participant which have been properly maintained and are in good working order may be used for Firearms Qualifications. Firearms are subject to inspection by Firearms Instructor staff prior to use.
2. Only factory ammunition will be permitted during Firearms Qualification. No reloaded ammunition will be permitted during this qualification. All ammunition is subject to inspection by Firearms Instructor staff prior to use.
3. No firearms or ammunition other than those that have been inspected and approved are permitted on the range.
4. Participants will wear a holster that is designed to secure the handgun that they intend to qualify with. Cross-Draw holsters, Ankle Holsters, Inside the Waistband Holsters, or Shoulder Holsters are not permitted during this qualification.
5. All semi-automatic pistols will require a minimum of two magazines for qualification. Speed Loaders are highly recommended for revolver qualification.
6. Safety eyeglasses and hearing protection must be worn at all times when on the live fire range. Baseball style caps are highly recommended.
7. Participants may be searched by a Firearms Instructor at any time that the Firearms Instructor deems it necessary or appropriate for safety reasons.
8. Participants must follow all instructions, directions and/or commands of the Firearms Instructor staff.
9. Participants must bring any matter of concern, including any incident or injury, to the attention of the Site Safety Officer immediately.

Signature of Participant _____ Date _____