

APPLICATION AND AGREEMENT FOR SERVICES AND EQUIPMENT

This is an application for services and equipment by and between the undersigned applicant (hereinafter “the Applicant”) and Silent Ability, a Minnesota non-profit corporation (hereinafter “SA”). This application and agreement is effective on the undersigned date once executed by both parties.

WHEREAS, the Applicant suffers from physical challenges making it difficult for him or her to enjoy the hunting or shooting sports and participate in said sports; and

WHEREAS, SA is a non-profit with a mission and vision of helping physically challenged people participate in hunting and the shooting sports; and

WHEREAS, the Applicant would like to submit this application for said services and equipment to be provided by SA, if the application is accepted by SA; and

WHEREAS, if this application is accepted by SA, the parties wish to be legally bound to the representations, terms and conditions herein.

NOW THEREFORE, the parties hereby incorporate the above recitals and for good and valuable consideration hereby acknowledge as received hereby agree to the following:

1. Applicant’s Representations.
 - a. Applicant is 18 years old or older or this application is signed by a parent or legal guardian of the applicant with the authority to legally bind the applicant.
 - b. Applicant suffers from a genuine physical disability that limits his or her life.
 - c. Applicant is not a felon or otherwise disqualified from owning or possessing a firearm or ammunition.
 - d. Applicant has read and understands this application and agreement including the legal terms and binding effect of the agreement and has been told they can request an independent lawyer to review before signing it. Applicant knows SA, nor anyone affiliated with SA, is acting as the lawyer for the Applicant with respect to interpretation or understanding this application and agreement.
 - e. Applicant represents the statements on the attached Personal Information Exhibit to this application and agreement are true and correct and waives any privacy rights with respect to the use and disclosure of said information by SA.
2. Hold Harmless and Waiver and Release of Liability. The Applicant shall release any liability and waive any and all rights, claims, or causes of action of any kind whatsoever known or unknown, now or in the future arising out of the ownership or use of any services or equipment provided by SA. Applicant hereby and forever discharges SA, its affiliates, managers, members, board members, officers, agents, attorneys, staff, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, which *anyone* may suffer as a result of the ownership or use of the equipment or

services provided by SA. HUNTING AND SHOOTING ARE INHERENTLY DANGEROUS SPORTS AND INJURIES ARISING FROM PARTICIPATING IN THESE SPORTS COULD RESULT IN SEVERE INJURY, DISABILITY OR DEATH.

3. Jurisdiction – Venue. This Agreement is governed by the laws of the State of Minnesota and the Parties hereby consent to jurisdiction of the District Court of the Tenth Judicial District of Minnesota in the County of Isanti.

4. Consent to Use of Photos and Likeness. Applicant by accepting the services and equipment hereby consents now and forever to the use of his or her name, face, comments, likeness, pictures of him or her, videos of him or her by SA for any purpose it deems necessary to help carry out its mission and vision including but not limited to use on marketing brochures, its web site, Facebook, social media, and discussions with donors or potential donors. SA may disclose the nature of the Applicant’s disability in describing the services and equipment it provided to the Applicant to donors or others interested in SA’s services and equipment.

5. Termination. SA may decide to immediately stop rendering services or equipment to Applicant at any time for any reason with verbal or written notice to Applicant. Applicant may decide to immediately stop receiving services or equipment at any time for any reason with verbal or written notice to SA. However the terms and representations of this agreement will continue beyond the termination.

6. Denial of Application. SA reserves the right to grant or deny this application for any reason whatsoever. SA may ask applicant for proof of his or her physical challenge and discuss the medical nature of the Applicant’s physical disability with the Applicant and among SA officers, board members, agents and assigns. SA will not grant an Application if it in its sole discretion deems the Applicant could not safely benefit from the services or equipment. SA reserves the right to ask for proof of financial need or hardship such as but not limited to pay stubs or income tax returns or bank statements from Applicant depending upon the services and equipment being requested.

THIS IS A BINDING LEGAL DOCUMENT. THE APPLICANT IS ADVISED TO SEEK REVIEW BY LEGAL COUNSEL.

The Applicant:

_____ Date _____
Applicant or Parent or Guardian

Silent Ability:

_____ Date _____
by Patrick B. Moore, President