

INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted entry to and/or use of “**Premises**” of the Tri City Gun Club (“**Club**”) for whatever purpose, including, but not limited to, use of firearms and/or other weapons (including, but not limited to crossbows and longbows) by them and/or another, and with full knowledge that firearms and/or other weapons are used and discharged on **Club Premises**, *(insert name of individual)*, or if a minor, by and through *(insert name of individual)* his/her parent and/or legal guardian (individually and together “**Undersigned**”) agree to the following:

Undersigned agree to indemnify, hold harmless, and defend **Club** from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of **Undersigned** in the course of **Undersigned’s** presence on and/or use of **Club’s** range, buildings, facilities, and land (together comprising “**Premises**”) including, but not limited to, **Undersigned’s** use of firearms and/or other weapons.

Undersigned further waive for themselves and for their heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which they may have or which may arise against **Club** (including, but not limited to, damage to **Undersigned’s** property and/or any and all illnesses, injuries, including mental or emotional distress or anguish, and other damages, including death, suffered by **Undersigned**) which may in any way whatsoever arise out of, be related to, or be connected with use of firearms and/or other weapons on **Club Premises** by **Undersigned** and/or another.

Club shall not be liable for, and **Undersigned**, on behalf of themselves and on behalf of their heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly release **Club** and **Club’s** members, employees, and/or agents from any and all such claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of **Club**, its members, employees, and/or agents.

Undersigned acknowledge and agree that use of firearms and/or other weapons is an inherently dangerous activity. **Undersigned** expressly assume the risk of being on **Club Premises** where firearms and/or other weapons are used; and **Undersigned** further expressly assume the risk of discharging firearms and/or use of any weapons by whomever and the firing of live ammunition and/or use of any weapons by them and/or another.

Undersigned expressly agree that this agreement by them, individually and together, is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by **Club** shall not constitute any waiver of **Club’s** right to pursue other available remedies. This agreement binds **Undersigned** and their heirs, next of kin, assignees, personal representatives, administrators, and executors.

Undersigned acknowledge and agree that **Undersigned** have read this agreement and they understand its terms and are executing this agreement voluntarily. **Undersigned** also acknowledge and agree that they have read, understand, and will at all times abide by all range rules and procedures and any other rules and procedures stated by **Club**.

UNDERSIGNED:

Date: _____

Signature (Participant)

Print Name (Participant) age (if minor)

Signature (Parent and/or Legal Guardian
for minor)

Print Name (Parent and/or Legal Guardian
for minor)

Witness: _____