

Release, Waive, Indemnification, Hold Harmless, & Assumption of Risk Agreement

Whereas, in consideration of being permitted to use the premises of the Tiverton Rod & Gun Club (The Club), attend courses of the instruction of firearms: and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless, and defend The Club, its agents, officers, and employees from any fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to, or connected with: Undersigned's presence at and/or participation in a course of instruction; the discharged of firearms by the Undersigned; Undersigned's presence on or use of the range, buildings, lands and premises (the Premises); and, any and all acts or omissions of the Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, heirs and next of kin, any and ALL rights and claims for damages, losses, demands, and other actions of claims whatsoever which he/she may have or which may arise against the Club, its agents, officers, and employees (including but not limited to the death of the Undersigned and/or any and all injuries, damages, or illnesses suffered by Undersigned or Undersigned's property) which may, in any way whatsoever, arise out of, be related to or be connected with: a course of instruction; the premises, including any latent defect in the Premises; Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to the Club); and, the discharge of firearms. The Club, its agents, officers, and employees shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs, and next of kin hereby expressly release the Club, its agents, offices, and employees, from any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in a course of instruction, for use of firearms, taking part in the activities on the Premises, use of the Premises, which include but are not limited to, instruction in the use of firearms, the discharge of firearms, and the firing of live ammunition.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands, and will obey at all times all range rules and procedures as stated in the Club range rules.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, then the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing law or inequity or by statute or otherwise. The election of any one or more remedies hereunder shall not constitute any waiver of the Club's right to pursue other available remedies. This instrument binds the Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

| Undersigned: | | Date: |
|---|------|-------|
| Print Name: | | |
| Parent Signature (if undersigned is a minor): | | |
| Minor Date of Birth: | Age: | |
| Guest of (Members Name, please print): | | |