

WAIVER, RELEASE and HOLD HARMLESS AGREEMENT

Please read carefully before signing. This is an indemnification of the Bigfork Gun Club and a release of liability and my waiver of certain legal rights.

In consideration of my being a member, guest, or my participation in any of the activities at the Bigfork Gun Club, Inc. (hereafter referred to as BFGC), I agree to the following Waiver, Release and Hold Harmless Agreement. I acknowledge my being present near discharging firearms of various types and caliber has certain inherent risks, hazards, and dangers for anyone. These risks, hazards, and dangers can be managed but never eliminated on an active and public gun range facility, and in my understanding, includes, in part and **without limitation**, the following:

(1) The risk of handling firearms and being near others who have firearms in their possession... (2) The risks of ear and eye damages: Eye and ear protection is always required. Shooting without them is at my own risk. (3) The risk from ammunition, clay targets, shot pellets, bullets, bullet fragments, bounce backs and/or ricochets. (4) Physical presence in rugged country, including encounter with wildlife, animals, and insects. (5) Varying weather conditions, loss of footing from ground obstacles, ice or snow, or low hanging roof clearances.

The Officers and Board of Directors of the BFGC openly offers the opportunity to discuss the above with them. I understand BFGC activities may require good physical conditioning and a degree of skill and knowledge, characteristics I believe I possess in order for me to participate in any activities safely. I understand I have the responsibility to exercise reasonable caution and safe gun handling practices at all times and to obey all posted rules of the BFGC, whose services and equipment and facilities I use voluntarily and **WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED, AND HEREBY ASSUME AND ACCEPT ALL RISKS OF INJURY, PARALYSIS, OR DEATH.**

In considerations of being a member, or guest, of the BFGC and/or my competing in, participation, or simply observing or attending any event conducted on the BFGC property, and in recognition of the best efforts of all individuals involved to maintain reasonably safe conditions and rules. I agree to assume any and all personal risk(s) involved. Furthermore, I affirm and understand that I, for myself, my family, heirs, successors, executors, and subrogees, hereby knowingly and intentionally waive, release, indemnify and hold harmless the BFGC, all of its Officers, Directors, instructors, employees, agents, members, including match officials, volunteers, or any event sponsors involved in organizing or conducting events of any type or nature from any & all personal injury or property damage(s) I might incur. Additionally, I waive all present and future right(s) to any & all claims, actions, causes of action(s), legal suits and expenses (including reasonable attorney's fees) against the BFGC and the aforementioned individuals. Such waiver by me includes NEGLIGENCE of any kind or nature whether foreseen or unforeseen, any damages, losses, injury, paralysis or death to me as a result of my attending any event, or my use of any BFGC services or equipment while present on BFGC properties. Additionally, I understand I am fully responsible for any injury to myself or others and any property damages I may have caused while at the BFGC facility.

Undersigned expressly agrees this instrument is intended to be as broad and inclusive as permitted by law, and that if any provisions of this instrument is held invalid or otherwise unenforceable, the unenforceability 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 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 elections of any one or more remedy hereunder by the BFGC, or any of its Officers or Directors shall not constitute any waiver as such and to their rights to pursue other available remedies in accordance with Montana State Law.

FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE and HOLD HARMLESS AGREEMENT

Print Name _____ I am a member YES / NO

I am a guest of (Please Print) _____

Print Emergency Contact: Name, Relationship, Phone Number(s) _____

Your Signature (If you are a MINOR – then your parent or legal guardian's signature) _____ Date _____

Attended Safety Orientation on _____ by _____ Card issued _____