



**ACKNOWLEDGEMENT OF RISK AND WAIVER &
RELEASE OF LIABILITY & INDEMNITY AGREEMENT AND
COVENANT NOT TO SUE**

I _____ [PRINT NAME] acknowledge that I am over the age of eighteen (18) years (*If individual is under 18 years old, individual's parent or guardian must sign this document individually and for himself or herself and the minor individual*). I hereby acknowledge that I have voluntarily applied to enter onto and to engage in and/or to observe shooting and other activities at the Rockford Gun Club (hereinafter sometimes referred to as "the Club") shooting ranges and facilities or any other activity or event. It is my understanding that the term Rockford Gun Club refers to and means for purposes of this Acknowledgement of Risk and Waiver & Release of Liability & Indemnity Agreement any and all entities or person(s) that owns, operates, or otherwise controls by whatever name commonly known or generally referred to located at 6321 County Road 18 Rockford, Alabama 35186. I further acknowledge and understand that "shooting and other activities" includes any and all activities of any kind whatsoever in which I engage in or observe while on the premises of the Club, whether or not sponsored by the Club.

1. I acknowledge and understand that shooting activities involve inherent risks associated with the handling or discharging of firearms, and the handling or firing of live ammunition. These risks vary considerably depending on the specific activity and the experience level of the persons involved. These risks may include but are not limited to the being struck by flying or falling objects possibility of property damage, injury, damage to hearing or eyesight, paralysis, permanent disability, disfigurement, and even death. The risks may be caused by gunshots, malfunctions of ammunition or firearms, or mechanical failure; ricochets or injuries from flying objects; contamination by lead or other substances; dangerous conditions on the premises or with the improvements; motor vehicles or other equipment; plants, insects, animals, uneven terrain, and weather; ordinary risks associated with athletic and outdoor activities; the acts or omissions of the Individual, other persons, or the instructors; Acts of God; and/or other causes. Some of these risks may be known, but some may be unknown and unforeseeable. I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities.

2. I further acknowledge and understand that the nature and condition of the Club facilities, premises and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on to the Club, in using Club facilities and in engaging in or observing any activities of any kind whatsoever while at the Club. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the Club facilities, equipment, premises and environment. I acknowledge and understand that the

Rockford Gun Club has no duty to undertake first- aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

3. I acknowledge, understand and agree that the Rockford Gun Club makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any Club facilities or equipment, including, but not limited to: targets, real property or its improvements, firearms, ammunition, eye/hearing protection, and first-aid supplies.

4. I acknowledge and understand that Rockford Gun Club operates a gun club and may provide equipment or facilities, but Rockford Gun Club is not responsible for providing insurance or guaranteeing safety. I agree and understand that Rockford Gun Club will not be liable for any Risks associated with the Individual's presence at the Facility, or use of the Facilities or equipment by the Individual or others.

5. I acknowledge, understand and agree to accept and assume any and all risks existing on the club and in entering on to the club and in using club facilities or equipment and in engaging in or observing shooting and other activities at the club. I agree to abide by all federal, state and local laws and club rules. I acknowledge, understand and agree to assume all responsibility and liability for any negligent, reckless or criminal act or omission to act of my guests at the club. I understand that "guests" includes any person who is not a member of the Rockford gun club who enters onto the club, who uses the club facilities or who engages in or observes shooting and other activities at the club as a result of my express or implied invitation, permission or consent.

6. I acknowledge, understand and agree and hereby represent and warrant that I and any family members, guests, spectators, and other persons accompanying me at the Club have a basic knowledge of gun safety, and sufficient knowledge to safely handle and operate any firearms or other equipment which will be used at the Club. I agree to supervise any family members, guests, spectators, and other persons accompanying me at the Club, to ensure that they remain safe and act safely, to make sure they follow all of Rockford Gun Clubs policies, rules and regulations while they are at or near the Club, and to make sure each of them signs a Release in this same form, before they engage in any other activities at the Club.

7. I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS Towers Investments, LLC., d/b/a Rockford Gun Club, its officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of the Rockford Gun Club from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from me or my guests entering on to the Club, from using Club facilities or equipment, or engaging in or observing shooting and other activities at the Club, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid

or rescue operations or procedures, by the Rockford Gun Club.

8. I HEREBY INDEMNIFY AND HOLD HARMLESS the Rockford Gun Club, its officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of the Rockford Gun Club, from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that any party, including but not limited to me, my next of kin, heirs, guardians, representatives or assigns, any guest of mine, any next of kin, heirs, guardians, representatives or assigns of any guest of mine, or any other third party or entity claiming injuries or damages from the actions or inactions of me or any guest of mine for property damage, personal injury or death resulting from me or my guests entering on to the Club, from using Club facilities or equipment, or engaging in or observing shooting and other activities at the Club, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by the Rockford Gun Club. This indemnification includes any expenses, including but not limited to attorney fees, incurred in the defense of any claims brought by or for any of the aforesaid persons, including third parties, as well as any damages awarded through litigation, mediation, ADR, or any other form of settlement in or out of court. It is my intent that no claim of any person or entity through me or my guests, or any claims of any person or entity against me or my guests shall ever cause the Rockford Gun Club, to incur any expense of any kind whatsoever.

9. I acknowledge, understand, and agree that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

10. I further acknowledge the right of Rockford Gun Club to immediately terminate my participation in activities upon any failure of mine (or my guests) to fully comply with all Rockford Gun Club Rules and Regulations.

11. I hereby state that I am under NO legal injunction that prohibits my owning, possessing, handling or using any of the firearms used in the events or activities at Rockford Gun Club.

12. I understand and agree to the terms and conditions of this Release and Waiver and the Rockford Gun Club Range Rules & Regulations. I also agree that I (and any minors and guests brought with me) will at all times within the Rockford Gun Club, wear appropriate eye and ear protection. It is intended that this Release and Waiver be valid for all visits to Rockford Gun Club. upon my signature of this document for now and any time in the future.

I ACKNOWLEDGE AND UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, I UNDERSTAND THAT I GIVE UP MY RIGHTS TO BRING AN ACTION OF ANY KIND WHATSOEVER FOR ANY AND ALL CLAIMS WHETHER KNOWN OR UNKNOWN FROM THE BEGINNING OF TIME UP TO AND INCLUDING THE DATE OF THIS AGREEMENT AND THROUGH THE END OF TIME.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

DATE OF BIRTH: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

MINOR/GUEST PARTICIPANTS

I/We the parent(s) and/or legal guardian(s) and/or the Member who invited the below named participant/guest hereby give my/our permission to his/her participation in, and if need be, transportation to and from any Club related activities. I/we hereby acknowledge and understand this Acknowledgement of Risk and Waiver & Release of Liability & Indemnity Agreement and agree to the terms contained herein.

SIGNATURE: _____

DATE: _____