

## PARTICIPANT RELEASE & WAIVER AGREEMENT

In consideration for my use of the facilities, clubhouse, ranges, land, equipment and amenities of Snoqualmie Valley Rifle Club ("the club") at 37904 SE Fall City-Snoqualmie Rd, Fall City, WA 98024 (the "range") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree to the terms of this affirmation, release and waiver ("Agreement"):

**DANGEROUS ACTIVITIES.** I acknowledge that activities on the range such as archery, firearm shooting, group shooting competitions, hunter education, training courses and being in and near a shooting range ("Shooting Sports") can be dangerous. I understand these risks cannot be eliminated. I acknowledge that I am voluntarily participating in the Shooting Sports on the range. I know I risk being shot, injured or killed by shrapnel, explosions, stray bullets or arrows, and I sign my name below in acceptance of such inherent risks.

HAZARDS ON PREMISES. I understand that the range have steep and uneven walking surfaces, stairs, paths, ravines, rooftops, target enclosures, fence lines, roads embankments and other structures where I can trip, fall or be struck by falling trees or rocks. Other hazards to the range include water features, wetlands, streams, and creeks which have drowning risk. I will not exceed my health restrictions while on the range. I understand and acknowledge that the range, including the clubhouse, grounds, ranges and hillsides, contain clear and present dangerous conditions. I will conduct myself as a reasonably prudent person refraining from activities on the range that could bring injury, serious injury or even death upon my person or others.

**ASSUMPTION OF RISK.** I knowingly, freely and personally assume all risks of my observation or participation in the Shooting Sports and my presence on the range, including without limitation bodily injury, disability, death, losses and property damage ("<u>Damages</u>"), foreseen or unforeseen, for myself, my family, survivors, legal heirs, executors or administrators, agents and assigns ("<u>Heirs</u>").

**RELEASE & WAIVER.** I, on behalf of myself and my Heirs, FULLY AND FOREVER RELEASE AND DISCHARGE the club, its officers, directors, employees, agents, volunteers, representatives, and assigns ("Released Parties") from any and all liabilities, claims, demands or causes of action that I may hereafter have for Damages arising from or related to the Shooting Sports or my presence on the range, including without limitation Damages caused by (1) the negligence of Released Parties, (2) ricochets or bullets or bullet fragments, (3) the acts or omissions of third parties, or (4) hidden, latent or obvious defects of the range. I waive all rights and claims for Damages against the Released Parties for my observation or participation in the Shooting Sports, whether or not sponsored, authorized or otherwise permitted by the club, for myself and my Heirs. I agree not to sue for negligence, and I agree and hereby do waive the right to trial by jury.

**INDEMNIFICATION.** I will indemnify, hold harmless and defend the Released Parties from and against all claims, costs, expenses, attorneys' fees, settlements and judgments arising from or related to my observation or participation in the Shooting Sports or other uses of the range. I will be responsible for my actions and those of any guests or minors I bring to the range. I will reimburse the club for all losses caused by my personal property (such as motor vehicles, smoking, vaping and pets) to the range. I am responsible for the operation and proper functioning of any firearms, archery equipment, ammunition, safety glasses, hearing protection and other sporting goods ("Gear") I use on the range. The club and the Released Parties have no responsibility to guarantee, inspect or approve the safety, suitability, or sufficiency of my Gear. THE CLUB does not provide any ear and eye protection to participants in the Shooting Sports on the range.

**ADHERENCE TO RULES.** I have read, understand, and will abide by all THE CLUB safety and range rules ("<u>Rules</u>") whether verbal, written or posted on the range. I acknowledge that I will not be permitted to enter the range if I am under or appear to be under the influence of alcohol or drugs. I acknowledge and affirm that the consumption of drugs or alcoholic beverages is expressly prohibited on the range, and any person(s) who appear to be under the influence of drugs or alcohol shall be denied access to the range. I also agree that I will not shoot at cameras or other range property on the range not intended to be fired upon as a target or otherwise. I agree that if I violate the Rules, I may be (1) escorted off the range; or (2) banned from future use of the range. There will be no refund of any payments made to the club if I or any person is required to leave the range or otherwise suspended or banned from use of the range.

**DAMAGE TO RANGE PROPERTY**. I acknowledge that any intentional, unintentional, or negligent damage by me or my guests to the range shall be my sole financial responsibility, which damaged property will be repaired or replaced by the club at the club's sole discretion and at my expense.

**MONITOR**. From time to time, the club may at its discretion operate on the range a security monitoring system that incorporates the use of cameras or other video or audio surveillance equipment. By my presence on the range and signing of this Agreement I expressly consent to being videotaped and otherwise recorded while on the range.

**LAWFUL PERSON AFFIRMATIONS.** I am not prohibited from purchasing, possessing, accessing or controlling <u>firearms</u>, weapons or ammunition under any state, federal or foreign law. I represent and warrant that none of the below statuses or circumstances apply to me ("Prohibitions"):

- Under indictment for, or convicted in any court of, a crime punishable by imprisonment for a term exceeding one year;
- Fugitive from justice;
- Unlawful user of or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act);
- Adjudicated as a mental defective or have been committed to any mental institution;
- Prohibited nonimmigrant, foreign tourist, or foreign national illegally or unlawfully in the United States;
- Dishonorably discharged from the Armed Forces;
- · Renounced my United States citizenship;
- Subject to court order restraining for harassing, stalking, threatening intimate partner/child of the intimate partner;
- Convicted of a misdemeanor crime of domestic violence.

**COMPLIANCE WITH THE LAW.** I recognize that the club and its Released Parties must comply with applicable law, whether municipal, state or federal. I recognize that they would not willingly allow me to observe or participate in the Shooting Sports or use the range if they reasonably suspected that I was subject to the above Prohibitions or was untruthful about my above affirmations.

MISCELLANEOUS. I am legally competent to enter into this Agreement. This Agreement is binding to the fullest extent of the law. This Agreement shall be governed by Washington law. If I am not age 18, a parent and/or guardian must execute this Agreement for me and will identify their relationship to me below.

## I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND RELEASE INCLUDING MY WAIVER OF RIGHTS HEREUNDER.

## By completing the signature block and signing below, I agree to the terms of this Agreement.

## Please print legibly.

Signature and date:	Address:
Printed Name:	City, State, Zip Code:
Name of Minor:	Phone:
Parent: □ Guardian: □	Email: