

## **RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT**

WHEREAS, in consideration of being permitted to observe and/or participate in the shooting, sporting and outdoors activities at the Cedar Rod & Gun Club, and in consideration for the Undersigned's right to use the range, buildings, land and premises ("Premises") of the Cedar Rod and Gun Club, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend the **Cedar Rod & Gun Club, Cedar Rod & Gun Club Educational Foundation, Inc.**, their officers, directors, employees, agents, representatives, affiliates, subsidiaries, and any persons acting in an official capacity on behalf of or with the permission of the club, including, but not limited to, instructors, (the preceding entities and persons are hereinafter collectively referred to as "Releasee's") and the members of the Cedar Rod & Gun Club, from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to, or connected with Undersigned's negligence in any shooting activities; the discharge of firearms by Undersigned; Undersigned's negligence in the use of the range, buildings, land and premises; and, any and all negligent acts or omissions of Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she has or may have against Releasee's (including but not limited to the death of 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 shooting activities; instruction; the Premises, including any latent defect in the Premises; Undersigned's presence on or use of the Premises; Undersigned's property (whether or not entrusted to Instructors); and, the discharge of firearms. Releasee's 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 releases the Releasee's from any and all such claims and liabilities. The undersigned does not waive any claim for an intentional tort committed by Releasee's in connection with Club activities, notwithstanding anything contained in this paragraph to the contrary.

Undersigned hereby expressly assumes the risk of taking part in the activities on 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 at all times abide by all range rules and procedures and any other rules and procedures stated by the Releasee's. This Agreement shall not cover any environmental liabilities, is non-assignable and shall immediately terminate upon the commencement of a voluntary or involuntary proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law or the appointment of a trustee, custodian, sequestrator, liquidator, receiver or similar official with

respect to a substantial portion of the assets of the Cedar Rod and Gun Club or Cedar Rod & Gun Club Educational Foundation, Inc.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law as to the subject matter of this Agreement, and that if any provision of this instrument is held invalid or otherwise unenforceable, 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 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 the Releasee's shall not constitute any waiver of Releasee's right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin and will remain valid and in effect for as long as the person remains a member or until the instrument is expressly revoked in writing by the member.

UNDERSIGNED:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name