

# GUEST INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of Undersigned Guest being granted entry to and/or use of "Premises" of Heidelberg Sportsmen's Assn. ("Club") for whatever purpose, including, but not limited to, use of firearms and/or other weapons, (including but not limited to, compound bows, longbows, crossbows, tomahawks, hatchets and knives) by him/her and/or another, and with full knowledge that firearms and/or other weapons are discharged and used on Club Premises, the Undersigned Guest agrees as follows: Undersigned Guest agrees to indemnify, hold harmless and defend Club from any and all fault, liabilities, costs, expenses, claims, demands and /or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of Undersigned Guest, as well as of ACTUAL OR ALLEGED ORDINARY NEGLIGENCE ON THE PART OF CLUB, ITS MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR AGENTS, in the course of the presence of Undersigned Guest on and/or use of Club's range, buildings, facilities and land (together comprising "Premises") including but not limited to, use of firearms and/or other weapons by Undersigned Guest. Undersigned further waives for himself/herself, any and all rights and claims for damages, loss, costs, demands and any other actions or claims whatsoever, which he/she may have or which may arise against Club (including, but not limited to, damage to property of Undersigned Guest and/or any and all illnesses, injuries, including mental and emotional distress and/or anguish, and other damages, including death, suffered by Undersigned Guest) which may in any way whatsoever arise out of, be related to, or be connected with, use of firearms and/or other weapons on Club Premises by Undersigned Guest and/or another. Club shall not be liable for, and Undersigned Guest expressly releases Club, its members, employees, officers, directors and/or agents, from any and all such claims and liabilities of any kind, including, but not limited to, claims of ACTUAL OR ALLEGED ORDINARY NEGLIGENCE ON THE PART OF CLUB, ITS MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR AGENTS. Undersigned Guest acknowledges and agrees that use of firearms and/or other weapons is an inherently dangerous activity. Undersigned Guest expressly assumes the risk of his/her presence on Club Premises where firearms and/or other weapons are used; and Undersigned Guest further expressly assumes the risk of discharging firearms and/or use of any weapons by himself/herself or whomever and the firing of live or blank ammunition and/or use of any weapons by himself/herself and/or another. Undersigned Guest expressly agrees that this agreement by him/her is intended to be so broad and inclusive as permitted by law and that if any part of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement 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 Club shall not constitute any waiver of the right of Club to pursue other available remedies. This agreement binds Undersigned Guest and his/her heirs, next of kin, assignees, personal representatives, administrators and executors. Undersigned Guest acknowledges and agrees that he/she has read this agreement and understands its terms and is executing this agreement voluntarily, that he/she is required to read and understand, and further covenants that he/she in fact have read and understood, all range and other rules, regulations and procedures established by Club prior to entry upon Club Premises, and that he she will at all times abide by the same.

## MEMBER AND GUEST INFORMATION MUST BE COMPLETELY FILLED OUT

\_\_\_\_\_  
SIGNATURE OF CLUB MEMBER

\_\_\_\_\_  
MEMBER #

\_\_\_\_\_  
SIGNATURE OF GUEST

\_\_\_\_\_  
PRINTED NAME OF MEMBER

\_\_\_\_\_  
PRINTED NAME OF GUEST

\_\_\_\_\_  
CALIBER OF ALL FIREARMS ON PREMISES. SEPARATED WITH A " ; "

## VEHICLE GUEST IS ARRIVING IN

\_\_\_\_\_  
MAKE

\_\_\_\_\_  
MODEL

\_\_\_\_\_  
REGISTRATION #

\_\_\_\_\_  
TODAYS DATE

\_\_\_\_\_  
ARRIVAL TIME

RELEASE FORM **MUST** BE FILLED OUT IN ITS ENTIRETY AND PLACED IN THE LOCKED BOX ON THE RIFLE RANGE PRIOR TO ANY USE OF ANY RANGE BY ANY GUEST. **NO EXCEPTIONS!**