

Windsor Marksmen’s Association, Inc. Guest’s Agreement Assumption of Risk and Waiver of Liability

In consideration for the privilege of being allowed to enter on to the property of the Windsor Marksmen’s Association, Inc. and to engage in recreational activities at the Windsor Marksmen’s Association, Inc.’s club facilities and shooting range (“the club”), the undersigned hereby agrees, understands and acknowledges the following:

RISK.

The club provides its members and their guests with a shooting range at which firearms are discharged. There are inherent risks involved, including, but not limited to, the risks of handling firearms and being near others that have firearms in their possession, the risk of ear damage from noise, the risk of injury from ammunition, target pieces, and shot from other guns, the risk of ricochets from targets or projectiles and the risk of accidental discharge of a firearm by myself or others. I hereby acknowledge that there is the risk of serious physical injury or death, in participating in the types of activities offered at the club. I also understand that these activities may take place anywhere on Club property and that my use of Club property exposes me to these inherent risks, whether they are participating in any activities or not. I also acknowledge that there may be risks and hazards unknown to me connected with being at the club.

ASSUMPTION OF THE RISK.

With the understanding of risks involved, both known and unknown, I fully and voluntarily assume all such risks and liabilities associated with my presence on, or use of, the Club property even if such risks are due to the negligence of the Club, its Officers, Directors, Members, Agents or any other person, including but not limited to the handling and transporting of firearms and ammunition, trap, rifle and pistol shooting, organized shooting or archery events, lack or inadequacy of warnings, lack or inadequacy of safety devices, lack or inadequacy of instructions and use of any Club equipment or facility.

RELEASE AND HOLD HARMLESS.

I, agree that I am legally responsible and I will defend, indemnify and hold harmless the Club, its Officers, Directors, Members, and Agents from any and all claims, suits, demands, causes of action or claimed causes of action by anyone arising from or in connection with my use of the Club property including claims of negligence on the part of the Club, its Officers, Directors, Members and Agents. I hereby release, waive, discharge and covenant not to sue Windsor Marksmen’s Association, Inc. and its members, officers, board members, servants, agents, subcontractors and employees (collectively, “the Releasees”) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or relating to any loss, damage, injury, including death, that may be sustained by me while at the club. I understand that this Release and Hold Harmless shall apply to any use of Club property including but not limited to, use of club firearms and/or ammunition, shooting, walking, driving, use of any Club building and parking anywhere on Club property.

I have read this Agreement and fully understand its terms. I further understand that by signing this Agreement I am assuming substantial legal obligations as a guest. I have not been induced to sign this agreement by any promise or representation and I sign it voluntarily and of my own free will.

_____ Printed name of Guest _____ Printed name of Guardian

_____ Signature of Guest or Parent/Guardian

_____ MEMBER ID # _____ Printed name of MEMBER

_____ Signature of MEMBER _____ Date

*Guests include all individuals accompanying a Windsor Marksmen’s Association, Inc. Club member that are over the age of 21 years old. **Note: Any Guest under the age of 18 years old MUST be accompanied by an adult member of the club of at least 1 year’s enrollment who has completed a separate Hold Harmless form available online at our website WWW.WINDSORMARKSMEN.ORG or at the range.**