

*THIS FORM MUST BE READ AND SIGNED BEFORE THE USE OF CUSTER SPORTSMEN'S CLUB'S RANGES AND/OR FACILITIES. THIS IS A CONTRACT. READ CAREFULLY BEFORE SIGNING.*

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "I" or "me") desires to participate in activities provided or hosted by Custer Sportsmen's Club, a Washington nonprofit corporation (the "Club"). In consideration of the use of the shooting range and facilities of the Club, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES OF THE CLUB INVOLVE SHOOTING SPORTS AND ARE HIGHLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. BY SIGNING THIS DOCUMENT, I UNDERSTAND THAT IF I OR ANYONE ELSE IS HURT AND/OR KILLED, AS A RESULT OF PARTICIPATION IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO RECOVER ANY DAMAGES IN A LAWSUIT OR OTHER LEGAL PROCEEDING AGAINST THE CLUB AND ITS AGENTS, EVEN IF THEY HAVE NEGLIGENTLY CAUSED THE INJURY AND/OR DEATH.**

I understand firearms and shooting sports are hazardous and can cause serious injury or death. I agree that I am responsible for my safety while participating in or attending any activities of the Club and will take all necessary precautions to avoid injury to myself and others. I am physically and mentally prepared to safely participate in the Activities. I will utilize appropriate safety equipment and always obey the Club's instructions and guidelines. I further certify I am not prohibited under and federal or state law from possessing or using a firearm.

On behalf of myself and my heirs, executors, administrators, officers directors, owners, partners, agents, brokers, employees, insures, and assigns, I hereby release, acquit, indemnify, and hold harmless any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Club, and its employees, agents, affiliates, invitees, licensees, successors, and assigns (collectively, "Agents"), on account of injury, death, or property damage arising out of or attributable to my participation, whether arising out of the negligence of the Club, its Agents, or otherwise. I covenant not to make or bring any such claim against the Club or any other Agent, and forever release and discharge the Club and all other Agents from liability under such claims.

I shall defend, indemnify, and hold harmless the Club and all other Agents against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by or awarded against indemnified party, arising out or resulting from any claim of a third party.

This Agreement constitutes the sole and entire agreement of between me and the Club with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Club and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in King County, Washington and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CLUB OR AGENTS.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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**FOR PARENTS AND LEGAL GUARDIANS OF MINOR PARTICIPANTS.**

***Must be completed by parent or legal guardian if Participant is under 18 years of age:***

I REPRESENT, AS THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT NAMED ABOVE, I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY. I, AND THE MINOR PARTICIPANT NAMED ABOVE, SHALL BOTH BE BOUND BY THE TERMS OF THIS RELEASE. I AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF MYSELF AND THE MINOR PARTICIPANT. I ALSO ACKNOWLEDGE THAT I HAVE EXPLAINED THE AGREEMENT, ITS SIGNIFICANCE, AND RISK TO THE MINOR PARTICIPANT.

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<b>Print Parent / Guardian name</b>	<b>Signature</b>	<b>Date</b>
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