

MOTHER LODE GUN CLUB CONSENT AND WAIVER FORM

In exchange for and as a condition for being allowed to use the gun club facilities or to participate in sanctioned activities at the MOTHER LODE GUN CLUB, club member, participant, the participant's parent or legal guardian, if the participant is a minor child, herein after referred to as the party, agrees to the following:

- 1. Provision of the Facility.** The party acknowledges that the MOTHER LODE GUN CLUB provides the facilities for club member use and various sanctioned activities which involve the use of firearms and archery. The party acknowledges that the responsibility of the MOTHER LODE GUN CLUB to the party is limited to the provision of a clean and safe facility for club member use and for the performance of the sanctioned activity in which the party participates. Failure of a party to adhere to the safe handling and use of firearms or archery at all the venues and locations at the gun club facilities or the damage to property are grounds for the immediate removal of the party from the gun club facility and termination of membership privileges, if applicable.
- 2. Acknowledgment and Assumption of the Risk.** The party is present at the gun club facility for club member use or to participate in the sanctioned activities knowing and understanding that there are risks and dangers associated with the use of firearms and archery, including property damage, serious bodily injury, and death. The party agrees to assume all risks, inherent or otherwise, that may occur due to, arise from or be in connection with the party's participation in club member use or the sanctioned activity, including but not limited to property damage, serious bodily injury, and death. The party further agrees to assume all risks, inherent or otherwise, that may occur due to, arise from or be in connection with the participation of others in club member use or in the sanctioned activities at the gun club facility, including without limitation, other participants; instructors/coaches; staff or volunteers of involved organizations and individuals. The party acknowledges and agrees that it is not possible to list all of the risks that the party may encounter by participating in club member use or in a sanctioned activity at the gun club facility, including staff or volunteers of involved organizations, and may not be foreseen or reasonably foreseeable by anyone at this time or at the time of the activity in which the party's participation in a member's use or in a sanctioned activity.
- 3. Indemnification.** To the fullest extent of the law, the party agrees to defend, indemnify and hold harmless the MOTHER LODE GUN CLUB and all involved/affiliated organizations and individuals, and each of the respective directors, officers, employees, agents or volunteers, from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments and expenses (including reasonable attorney's fees and costs) by third parties (including the party's family, heirs or next of kin) for any bodily injury, death or property damage or other incident occurring due to, arising from or in connection with the party's participation or conduct, negligent or otherwise, during a member's use or at a sanctioned activity located at the gun club facility.

Having read and understand this waiver, assumption of risk and indemnification:

I (print name of member) _____ acting on behalf of myself and/or guests as well as minor children and family members do expressly and forever waive, assume the risk and indemnify MOTHER LODE GUN CLUB, and all its respective directors, officers, employees, agents, volunteers, or representatives from all liability for personal injuries or property damage sustained, incurred or arising from my use of the club's facilities and/or participation in a sanctioned activity at the gun club facility.

Signature of Member

Date