

**CLEBURNE COUNTY SHOOTING CLUB, INC.**

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

(Print name) \_\_\_\_\_

WHEREAS, in consideration of the use of the shooting range and facilities operated by Cleburne County Shooting Club, Inc., and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned voluntarily agrees to the following:

The Undersigned hereby acknowledges and agrees to have voluntarily applied to use the shooting range and facilities operated by Cleburne County Shooting Club, Inc. It is understood and acknowledged that the use of a shooting range in which others, as well as the Undersigned, are engaged in shooting activities involves inherent extreme hazards, dangers, and risks, including, but not limited: to handling firearms and being near others that have firearms in their possession, hearing damage, injury, paralysis, or death from ammunition, target pieces, projectiles from other guns, ricochets from targets or projectiles, inclement weather conditions, animals or insects found in the wild, property damage by others, flying debris or projectiles

Initial: \_\_\_\_\_

The Undersigned represents that he/she is physically able, emotionally stable, and fully competent to participate in training and shooting activities; despite all risks involved, that he/she freely, knowingly, and voluntarily assumes the risks of participating in such activities, including the risks of property damage, bodily harm, and death.

Initial: \_\_\_\_\_

The Undersigned acknowledges, understands, and agrees to follow all shooting range and facilities rules and directives while participating in activities at the Cleburne County Shooting Club, Inc.

Initial: \_\_\_\_\_

The Undersigned acknowledges, understands and agrees that he/she is responsible for any guests that he/she might bring to the range, and that the Cleburne County Shooting Club, Inc. Release, Waiver, Indemnification, Hold Harmless, and Assumption of Risk Agreement must be signed by all guests and submitted to Cleburne County Shooting Club, Inc., prior to use of range facilities.

Initial: \_\_\_\_\_

The Undersigned affirms that he/she has and will refrain from being under the influence of alcoholic beverages or medications that might impair judgment prior to, and during, shooting sports activities. Further, the Undersigned affirms that he/she understands that possession and/or being under the influence of alcoholic beverages and/or unlawful drugs is expressly prohibited on Cleburne County Shooting Club, Inc. property, and that any person(s) who, strictly by our observations, appears to be under the influence of alcohol or unlawful drugs or emotionally unstable, shall be denied access to any part of the shooting range facility.

Initial: \_\_\_\_\_

The Undersigned affirms, under penalty of law and perjury that he/she can legally possess and handle a firearm, that he/she has never been denied the purchase of a firearm, and that he/she has no criminal or mental background that restricts the Undersigned from such possession.

Initial: \_\_\_\_\_

The Undersigned acknowledges that certain ammunition is prohibited on this range and that he/she may not use steel or aluminum case, armor piercing, steel core, incendiary, tracer, or reloaded ammunition outside of manufacturers' specifications. If such is used, any damages resulting from such use may be billed directly to the Undersigned and that any resulting injury shall be the responsibility of the Undersigned

Initial: \_\_\_\_\_

The Undersigned acknowledges that he/she is responsible for any injury or damage to himself/herself, property, or other persons by his/her use or misuse of firearms or actions while on site.

Initial: \_\_\_\_\_

In addition, the Undersigned does for himself/herself, and on behalf of his/her heirs, executors, administrators, insurers and assignees, hereby releases, acquits, indemnifies, and holds harmless Cleburne County Shooting Club, Inc., and its heirs, executors, administrators, trustees, officers, directors, owners, partners, agents, brokers, employees, insurers, assignees, and all other related persons, entities, affiliates, predecessors, and successors, from any and all claims, actions in law or equity, causes of actions, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever, arising from any damage to property, injury to person, or death, (whether predicated upon negligence or otherwise) in connection with use of Cleburne County Shooting Club, Inc.'s shooting range and facilities or participation in any activities therein. The Undersigned takes full legal and financial responsibility for any damage or harm to himself/herself, to his/her guests and to any minor guests, and for damage or harm to other individuals on the premises, rental equipment, or other range equipment that is a result of the actions of the Undersigned and/or his/her guests and/or minor guests.

Initial: \_\_\_\_\_

By voluntarily signing this instrument, the Undersigned affirms that he/she has read, understands, and will hold Cleburne County Shooting Club, Inc., its shareholders, officers, directors, managers, assignees, heirs, or employees harmless from any act or omission for which the Undersigned and/or his/her guests and/or any minor guests is/are directly or indirectly responsible. This instrument binds the Undersigned and his/her heirs, executors, administrators, and assignees.

The Undersigned understands that he/she has the option to seek independent legal advice should there be any questions or concerns about this document prior to its execution. The Undersigned understands and agrees that venue for any action concerning this document shall be in Cleburne County, Arkansas.

Furthermore, the Undersigned agrees to the use of electronic signature and to conduct this business electronically. The Undersigned may opt out of using an electronic signature and may submit a paper document with initials and signatures in lieu of an electronic submission.

I affirm that I have read and understand the contents and intent of this document.

SIGNATURE OF UNDERSIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME OF UNDERSIGNED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_