

WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights

In consideration of being permitted entry to, and/or use of and/or participation in activities of or at Prospect Hall Inc., dba Prospect Hall Shooting Club, (“**Club**”) for whatever purpose, I agree to the following Waiver and Release:

I agree that the Club has inherent risks, hazards and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. **I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:**

1. The risk of handling firearms, and of being at the Club when firearms are present, whether in the possession of me or others, or in transport or storage or otherwise.
2. The risk of injury from ammunition and shot from guns, archery or similar equipment, whether used by me or any other persons, in any circumstance whatsoever;
3. Water hazards in boating, canoeing and wading in streams and creeks and ponds, including drowning; and injuries from fishing or any other equipment or devices;
4. Injuries from other persons at or near the Club;
5. Walking and hiking in rugged country, including encounters with wildlife, fish, animals and insects of all types;
6. Temperature extremes, and inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury;
7. The risk of injury from riding on an all terrain vehicle (ATV) or any Vehicle, used on or off of paved, improved or unimproved roads, paths or trails;
8. The risk of injury from using or being on or near tree stands.

I understand the risks, hazards, and dangers as described above. I understand and believe that I have adequate physical conditioning and the degree of skill and knowledge necessary for me to engage safely in any activities at the Club. I understand that I have responsibilities, and that my presence at the Club is purely voluntary. I elect to be present at the Club in spite of risks. **I AM VOLUNTARILY PRESENT AT THE CLUB, WITH FULL KNOWLEDGE OF INHERENT RISKS, HAZARDS AND DANGERS INVOLVED, AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.**

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS PROSPECT HALL, INC. DBA PROSPECT HALL SHOOTING CLUB**, its owners and affiliates, and their directors, officers, founders, agents, employees, and volunteers, and family members of such individuals, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any

way connected with my participation in this activity including, but not limited to, **NEGLIGENCE** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury (including mental and emotional distress or anguish), paralysis, or death to me or my property as a result of my presence and/or my engaging in activities at the Club or the use of services, animals or equipment of the Club or of others at the Club, whether such damage, loss, injury, paralysis, or death results from negligence of the Club or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Prospect Hall, Inc. or its owners, affiliates, or their directors, officers, founders, employees or agents or volunteers, and family members of such individuals, as a result of any injury, paralysis, or death suffered in connection with my presence at, use of, or participation in the activities of Prospect Hall.

I expressly agree that this agreement is intended to be as broad and inclusive as permitted by law, and that if any provision 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 Club's right to pursue other available remedies. This agreement binds me and my heirs, next of kin, assignees, personal representatives, administrators, and executors. I also acknowledge and agree that I have read and/or understand, and will at all times abide by any rules and procedures of the Club.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT.

Date

Signature

Print name

Mailing address

Witness signature

City State Zip

Print name of witness

Phone number

IF UNDER EIGHTEEN YEARS OF AGE, the parent, guardian or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Prospect Hall, Inc., dba Prospect Hall Shooting Club (the Club) to be on the Club premises, and/or engage in or participate in activities at the Club, which may include, without limitation, the use of the Club's services, animals and equipment, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and Assumption of Risk Agreement, and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Prospect Hall, Inc., dba Prospect Hall Shooting Club, its owners and affiliates, and their directors, officers, founders, agents, employees, volunteers and owners, and family members of such individuals, from and against any claims, actions, demands, expenses, liabilities, (including reasonable attorneys' fees), and **NEGLIGENCE** made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's presence at the Club and/or participation in activities at the Club, and that minor's use of the property, animals, if any, and facilities of the Club. I, for myself and on behalf of said minor, further agree not to sue the Club or its directors, officers, agents or owners or affiliates as a result of any injury, paralysis or death that said minor suffers in connection with his/her presence at or participation in activities of the Club. A facsimile of this signed document, or an email indicating signature or approval of this indemnification, shall be considered binding.

Date

Signature of Parent, Guardian or Custodian of Minor

Print name of Minor

Print name of Parent, Guardian or Custodian of Minor

Date of birth of minor

Mailing address

City State Zip

Phone number

Witness signature

Print name of witness