

WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF CENTRAL ALABAMA GUN CLUB, INCORPORATED. NOW OR ANY TIME IN THE FUTURE.

I, the undersigned user, hereby acknowledge and agree that target shooting, the use of firearms and the use of the Central Alabama Gun Club, Incorporated facilities located in Macon County, Alabama ("CAGC") may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all of the risks associated with the use of the CAGC facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death and/or paralysis, arising from target shooting, the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the CAGC facilities, including loss of hearing, burns, blindness, or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by CAGC or otherwise. I have been encouraged to use vision and hearing protection at all times when present on the facilities of GAGC. If I choose not to use such protection, I agree to assume the additional risks associated with the lack of their use. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of CAGC and that the above list in no way limits the extent of this Waiver of Liability /Indemnification Agreement and Covenant Not to Sue.

In consideration of my use of CAGC, I agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasors") HEREBY DO RELEASE CAGC, its owners, shareholders, officers, directors, employees and agents (the "CAGC Releasees") from any cause of action, claim, or demand of any nature whatsoever which the Releasors may now have or have in the future against the GAGC Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of CAGC, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to, death or paralysis, that I may sustain while using the CAGC and that by signing this Agreement, I am relieving the CAGC Releasees of any and all liability for such loss, damages or death.

I do hereby further agree to INDEMNIFY AND HOLD HARMLESS the CAGC Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of CAGC (excluding any violation of environmental laws). I further certify that I am in good health and that I have no physical limitation that would preclude my safe use of CAGC.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, I have executed this agreement on this the _____ day of _____, 20_____.

User Signature: _____

Print name: _____

Address: _____

Contact numbers: _____ (cell)

_____ (hm) _____ (ofc)

Date of Birth: _____ age _____

Emergency Contact Name: _____

Number: _____

Relationship: _____

If User is under 19 years old: Parent/Guardian Consent

I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.

Parent/Guardian Signature: _____

Date: _____