



Izaak Walton League of America

Mount Airy Chapter

MEMBER ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY AGREEMENT ("AGREEMENT")

I, _____, hereby acknowledge that I have voluntarily applied to enter on to and to engage in or to observe shooting and other activities at the Izaak Walton League of America Mount Airy Chapter range/facility (herein after collectively referred to as the "IWLA RANGE"). I further acknowledge and understand that "shooting, archery and other activities" includes any and all activities of any kind whatsoever in which I engage or observe while at the IWLA RANGE, whether sponsored by the IWLA or not.

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING/ARCHERY ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. The risks include, but are not limited to: being shot or shooting myself or others; partial or total loss of eyesight or hearing; injury from mistakes in gun handling, injury from "backsplash" from the target backstops, inhalation or other harmful contact with lead or other contaminants; being struck by flying or falling objects or suffering property damage. I realize that a potential liability claim may arise from the negligence or carelessness on the part of the person or entities being released herein, from dangerous or defective equipment or property owned, maintained or controlled by them. **I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities.**

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the IWLA RANGE facilities, premises and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on to the IWLA RANGE, in using IWLA RANGE facilities and in engaging in or observing any activities of any kind whatsoever while at the IWLA RANGE. The hazards include, but are not limited to: slippery, loose or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads; poisonous or dangerous plants, reptiles, insects and other animals; and falling trees and tree branches. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the IWLA RANGE facilities, equipment, premises and environment.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the Izaak Walton League of America Mount Airy Chapter (hereinafter referred to as the IWLA-MAC) , its officers, directors, members, range management, attorneys, agents, employees, contractors, and/or volunteers has no duty to undertake first-aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the IWLA makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any IWLA RANGE facilities or equipment, including, but not limited to: firearms, archery equipment, ammunition, eye/hearing protection, and first-aid supplies.

I CERTIFY that the firearms and/or archery equipment to be used on the shooting/archery range and all other equipment brought onto the IWLA-MAC facilities by me, or to be utilized by me, are in good working order and I possess the degree of skill and knowledge necessary for me to engage safely in any and all activities at this facility. I further represent that I am under no kind of restraint against the possession or use of a firearm; including any sort of domestic violence restraining order and that I am legally free to own, possess or handle firearms.

I AGREE to assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of myself and my Guests at the IWLA RANGE (I understand that "my Guests" includes any and all persons who are not a Member of the IWLA who enter on to the IWLA RANGE, use the IWLA RANGE facilities or engage in or observe shooting and other activities at the IWLA RANGE as a result of my express invitation, permission or consent). I agree that I will ensure that each of my Guests read and sign a "GUEST Release of Liability, Assumption of Risk of Dangers and Hazards, and Hold Harmless Agreement" and I will review all IWLA Range rules with them and will provide direct oversight while they are on IWLA Range facilities.

I ACKNOWLEDGE receiving a copy of the IWLA-MAC Membership Booklet, range rules and other rules and/or procedures required for all member activities. I agree to abide by these rules (no matter how communicated – written, posted, verbal) and will comply with all verbal instructions provided by IWLA-MAC representatives, and to ensure that my Guest do so as well. I further understand and agree that anytime I observe any condition or action that is considered unsafe I will immediately stop all firearms/archery or other activity, notify the IWLA-MAC member running the event/activity and/or notify a Board Member for appropriate action.

My presence, activities and participation may expose me and my property to dangerous conditions, risks and hazards as outlined above and I hereby voluntarily expressly assume all such dangers, risks and hazards in consideration for the right to enter and to participate in IWLA-MAC activities and the use of its facilities.

In consideration for the right to enter and to participate in IWLA-MAC shooting/archery and other activities, and to the fullest extent allowed by law, I agree that I, my next of kin, heirs, guardians, representatives and assigns hereby **RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** the IWLA-MAC from and against any and all claims, demands, damages, expenses, actions, causes of action, attachments of property, property theft and/or liability of any kind whatsoever, including attorney fees, that I, my next of kin, heirs, guardians, representatives or assigns may have resulting from any accidents, incidences or occurrences arising out of, incidental to, or in any way resulting from the use of the premises and improvements thereon and/or participating in shooting/archery activities, whether or not caused by the IWLA-MAC, its officers, directors, members, range management, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations and assigns. This includes but is not limited to property theft, damage, personal injury or death resulting from my entering/observing/officiating or participating in or on the IWLA-MAC range or using IWLA-MAC facilities/equipment, or from the acts and or omissions by other guest/participants, and/or any other activities at the IWLA-MAC range/facilities, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by the IWLA-MAC as defined above. I further agree to indemnify and hold harmless the IWLA-MAC from any loss, liability, damage, or costs, including court costs and attorney fees that the IWLA-MAC may incur due to my use of the facilities or participation in trap shooting activities, whether caused by the negligence of the IWLA-MAC or otherwise. I further understand and agree that all references to the IWLA-MAC includes any and all officers, directors, members, range management, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations and/or the assigns thereof.

I HEREBY ASSUME ALL RISK and full responsibility for all food and/or alcohol consumed or medication taken by me on the property and any and all actions that I may be involved in after leaving the property. I am aware that the IWLA-MAC allows alcohol consumption only AFTER a participant has ceased shooting for the day. I agree and affirm that I will refrain from being under the influence of alcoholic beverages or drugs while on the property to participate in shooting activities.

I UNDERSTAND and agree that it is my responsibility to consult with a physician prior to and regarding my participation at the range. I represent that I am physically fit and I have no medical, psychological, or other condition which would prevent my full participation at the IWLA RANGE. I further understand and agree that should my medical or psychological condition change it is my responsibility to seek further medical/psychological advice and to voluntarily remove myself from the IWLA RANGE should circumstances warrant same. I further represent that I am under no kind of restraint against the possession or use of a firearm; including any sort of domestic violence restraining order and that I am legally free to own, possess or handle firearms. I further agree and affirm that I will refrain from being under the influence of alcoholic beverages or drugs while on the property to participate in shooting and/or archery activities.

I UNDERSTAND and agree that IWLA sponsored club or commercial still, video and/or motion picture photography may occur during my presence on the IWLA RANGE/property and as long as I am in the general area, I may be incidentally included in such photography. Should I wish to be excluded from such photography, I understand that it is my responsibility to be aware of photographic activity and remove myself from the area or event being photographed. Absent such action on my part, I hereby grant the IWLA RANGE, its sponsors and beneficiaries, the right to use my photographic image in the promotion of shooting sports or the IWLA in general, in accordance with accepted journalistic practice.

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of Maryland.

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision or portion is held to be invalid, void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after, and shall be applicable to each and every occasion that I or my Guests enter on to the IWLA RANGE, use IWLA RANGE facilities or equipment, engage in or observe shooting and other activities at the IWLA RANGE, or participate in other IWLA-MAC activities.

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT COMPLETELY UNDERSTAND THE TERMS OF THIS DOCUMENT, SEEK COMPETENT LEGAL ADVICE.

I have carefully read this "Acknowledgement of Risk, Release & Indemnity Agreement" and fully understand its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the IWLA-MAC.

Signed on the _____ day of _____, 2_____ at _____
(location)

Signature: _____

Member _____ Minor _____ (under 18 years of age) Member No.: _____

Printed Name: _____

Address: _____

Telephone Number: _____

Parent or Legal Guardian

I, the undersigned, represent and warrant that I am the Parent or Legal Guardian of the Minor, for the individual whose name and signature appear above and hereby grant my permission and consent for this minor's participation in accordance with the conditions set forth herein. I have read the foregoing "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know and understand its contents and acknowledge and agree to be bound by all its terms and conditions.

Signed on the _____ day of _____, 2____ at _____
(location)

Signature: _____

Printed Name: _____

Address: _____

Telephone Number: _____

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