

## Izaak Walton League of America

Mount Airy Chapter

## GUEST RELEASE OF LIABILITY, ASSUMPTION OF RISK OF DANGERS AND HAZARDS, AND HOLD HARMLESS AGREEMENT

I ACKNOWLEDGE AND UNDERSTAND that as an attending guest, no warranties, either express or implied, are given by the Izaak Walton League of America - Mount Airy Chapter (hereinafter referred to as the "IWLA-MAC"), its officers, directors, members, range management, attorney agents, employees, contractors, and/or volunteers as to the condition of the real property or any roads, buildings, gates, range facilities, trap houses, or other i mprovements located thereon; nor for any and all shooting activities or other activities of any kind whatsoever which I engage in or observe while at this facility, whether sponsored by the IWLA-MAC 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-MAC range/property, in using their facilities and in engaging in or observing any activities of any kind whatsoever at this site. 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-MAC facilities, equipment, premises and environment.

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the IWLA-MAC, its officers, directors, members, range management, attorneys, agents, employees, contractors, and/or volunteers have 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-MAC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any IWLA range or other facilities or equipment, including, but not limited to: firearms ammunition, archery, 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 understand and acknowledge that it is my responsibility to consult with a physician prior to and regarding my participation at the range and other facilities. 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-MAC range or other facilities.

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 ACKNOWLEDGE receiving a copy of the IWLA-MAC range rules and any separate rules and/or procedures required for trap shooting 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. I further understand and agree that anytime I observe any condition or action that is considered unsafe I will immediately stop all firearms/archery activity and notify my sponsoring IWLA-MAC member or the IWLA-MAC member running the event/activity.

I acknowledge and agree that this agreement is intended to be as broad and inclusive as permitted by law; it shall be interpreted and enforced under the laws of the State of Maryland; and 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 have carefully read this release and hold harmless 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 am aware that this is a release of liability, waiver and indemnity agreement and that by signing this document I am giving up valuable legal rights in exchange for the privilege of participating in trap shooting and related activities on the IWLA-MAC premises. I further understand and agree that this release, waiver and indemnity agreement applies to my minor children while they are on these premises.

Signature:						
Date:			Badge No.:	OR E	Event	
Printed Name:			Minc	or(under 18	years of age)	
Address:						
Telephone Number:						
			Parent or Legal Guardian			
grant my permission and	consent for this minor's	participation in acco	I Guardian of the Minor, for the rdance with the conditions set tents and acknowledge and ac	forth herein. I have re	ead the foregoing "Acknow	ledgement of Risk,
Signed on the	day of	, 2	_at			
				(location)		
Signature:						
Printed Name:						
Address:						
Telephone Number:						

Version January, 2017 aa