

CHITTENANGO ROD and GUN CLUB

7564 Gee Road, Chittenango, New York 13032

CONSENT, ASSUMPTION OF RISK, WAIVER, RELEASE, INDEMNIFICATION, HOLD HARMLESS, and COVENANT NOT TO SUE AGREEMENT

IN ORDER TO SATISFY INSURANCE REQUIREMENTS, THIS AGREEMENT SHALL BE COMPLETED FOR ALL MEMBERS, GUESTS OF MEMBERS, and GUESTS OF THE CHITTENANGO ROD AND GUN CLUB ENTERING CLUB GROUNDS (including but not limited to Club Trap League, Club Muzzleloading League, CNY 3D Archery League, etc.)

I/we understand that participating in the activities at the Chittenango Rod and Gun Club involves risks that are beyond the control of the Chittenango Rod and Gun Club. I/we understand that each person has a different capacity for participating in such activities. I/we affirmatively state that I/we have not been advised by my physician(s) not to engage in recreational shooting sports activities due to any condition; that I/we know of no condition or impediment to participate in recreational shooting sports activities; and that if such a condition or impediment should arise in the future, I/we will not participate in the Chittenango Rod and Gun Club until such condition or impediment has been resolved or appropriate accommodations are provided to mitigate any issues, as recommended by a physician.

I/we acknowledge that in all recreational shooting sports activities there is an element of risk and affirm that I/our minor am/is physically and mentally capable to participate in such activities. I/we understand that recreational shooting sports activities in any form, because they involve stress on the body, include the risk of minor, serious, and even life threatening physical injury (including but not limited to sprains, strains, cuts, lacerations, pulled muscles, torn tendons and ligaments, broken bones, paralysis, concussion, brain damage and death). I/we further understand that particular forms of recreational shooting sports activities entail specific kinds of risks, including, without limitation, the following injuries as a result of contact with any and all components of shooting sports in general (including but not limited to firearms, bullets, ammunition, arrows, bows, crossbows, bolts, clay target projectiles or clay target throwing machines): cuts, lacerations, abrasions, burns, injuries to bones, tendons, ligaments, and organs, severe eye injury, hearing loss, loss of limb(s), brain damage and death.

I/we acknowledge, too, that hazards may exist in any shooting sports facility some of which may occur suddenly or be unmarked, and that safety equipment, supervision, or enforcement of rules do not and cannot guarantee safety. I/we acknowledge that my choice to participate in recreational shooting sports activities brings with it the assumption of those risks or results stemming from this choice and I/we expressly assume the risk injury or loss resulting from my use of any range facility or any equipment therein. I/we understand and agree I/we will at all times exercise reasonable care, will obey all safety rules established by the Chittenango Rod and Gun Club facility, and will follow the instructions of the Chittenango Rod and Gun Club. I/we have read and understand the Chittenango Rod and Gun Club Range Rules provided. I/we agree that I/our minor will not participate in the Chittenango Rod and Gun Club or use the gun range facility if impaired by the use of alcohol, any controlled substance, and/or the use of medications (prescription or otherwise) which may affect balance, vision, or judgment.

In the event of injury or illness, I/we hereby consent to the administration of first aid or other emergency treatment that occurs at the gun range facility, or transport to a health care facility, as a result of my participation in the Chittenango Rod and Gun Club.

I/we acknowledge that I/we have fully considered and voluntarily assume all of these risks and any and all other risks of participation at the Chittenango Rod and Gun Club, it being understood that the foregoing is but a partial

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list of potential risks. I/we also acknowledge that participation at the Chittenango Rod and Gun Club is optional and voluntary, and that participation would not have been permitted without this release and agreement.

By my/our signature(s) below and to the fullest extent permitted by law, I/we voluntarily assume all of the risks involved participating in the Chittenango Rod and Gun Club and hereby release, waive, covenant not to sue and discharge the Chittenango Rod and Gun Club, its officers, directors, agents, and volunteers from and against any and all liability, claims, demands, and causes of action for loss of or damage to property, bodily or personal injury, loss of companionship or support, or death sustained by the participant or third parties arising out of any activity or travel conducted by or under the control of the Chittenango Rod and Gun Club, whether caused or contributed to by the negligence of the Chittenango Rod and Gun Club or otherwise arising out of or related to participation in the Chittenango Rod and Gun Club. I/we hereby agree to indemnify, hold forever harmless, and defend the Chittenango Rod and Gun Club, its officers, directors, agents and volunteers from and against such claims, demands, and causes of action that may at any time be made or brought by anyone on behalf of the participant, including payment of attorneys’ fees. I/we also agree that in the event any other person brings a claim or action arising out of or related to my participation in the Chittenango Rod and Gun Club, that I/we will indemnify, hold forever harmless, and defend the Chittenango Rod and Gun Club against such claims, including payment of attorneys’ fees. I/we agree that this document shall bind my assigns, heirs, administrators, and executors forever.

Participant Name (print): _____

Participant Signature: _____ Date: _____

For guests under the age of 18 (herein referred to as a minor) please complete as required below. If there are two custodial parents/guardians, both must sign this form.

I, _____, minor, and I, _____, parent/guardian of minor and I, _____, parent/guardian of minor, request that the student be permitted to participate in activities at the Chittenango Rod and Gun Club and hereby consent to such participation.

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ Date: _____

Minor Name (print): _____

Minor Signature: _____ Date: _____