

## **PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

### **For Participants and Observers**

In consideration of the services of Sun Mountain Gun Club, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "SMGC"), I hereby agree to release and discharge SMGC on behalf of myself, my children, my parents, my heirs, assignees, personal representatives and estate as follows:

1. I acknowledge that target practice at a shooting range entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: participation may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and/or flying debris, slipping or falling on uneven or loose terrain and trails.

Furthermore, SMGC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify, and hold harmless SMGC any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SMGC's equipment or facilities, including any such claims which allege negligent acts or omissions of SMGC.
4. Should SMGC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume-and bear the cost of- all risks that may be created, directly or indirectly, by any such condition.
6. In event that I file a lawsuit against SMGC, I agree to do so solely in the state of California and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

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Continued from the other side

### **PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SMGC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I agree that if any portion of this agreement is found to be void unenforceable, the remaining portion shall remain in full force and effect.

If You are not legally allowed to be around guns, or if you are affiliated with a criminally active group, you may not be on this property!!

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

#### **Safety Verification for Shooting Participants**

Shooting participants are required to know and practice safe firearm handling, and to observe range rules as posted. If you require assistance, please advise us at the registration desk. Please check one:

- I am experienced with safe gun handling practices and can handle a firearm safely without assistance.
- I need instruction to handle a firearm safely.

#### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 21)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by SMGC to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless SMGC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

**Parent or Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_