

**ASSUMPTION OF RISK, RELEASE OF
LIABILITY, AND INDEMNIFICATION AGREEMENT**

**WARNING: THIS RELEASE IS LEGALLY BINDING. PLEASE READ CAREFULLY
BEFORE SIGNING.**

**NOTE: IF YOU ARE LESS THAN 18 YEARS OLD, A GUARDIAN MUST
COMPLETE THE PAGE 3.**

I _____ (PRINT NAME) desire to use the facilities and equipment of Androscoggin Valley Fish and Game Association ("AFGA") which include a club house, bathroom facilities, shooting ranges, automated clay target launchers, improved and unimproved shooting stands, and all equipment used in connection therewith (the "Facility"). As a material consideration for my use of the Facility, I have voluntarily agreed to execute this ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT (this "Release") and hereby agree to the following:

- A. **Rules and Regulations of the Facility.** I have read the rules and regulations of the Facility, posted throughout the Facility, and agree to abide by them. Failure to follow the rules and regulations of the Facility will result in expulsion from the Facility with no refund issued. **I understand that the Facility is not supervised and that all persons using the Facility are doing so in based on voluntary compliance with Facility rules and generally accepted principles of safe firearm handling.**
- B. **Acknowledgment or Risk.** I understand that there is a significant risk of serious physical injury, death and other damages related to use of equipment at the Facilities and firearms whether owned and operated by me or by others which risks include malfunction of equipment and/or firearms and negligent use of firearms by others present at the Facility. There is no way to eliminate the risk of serious harm or death. I CERTIFY THAT I UNDERSTAND PARTICIPATING IN THE SHOOTING SPORTS, PARTICULARLY IN A GROUP SETTING, EXPOSES ME TO A RISK OF SEVERE INJURY OR DEATH.
- C. **Personal Condition.** I certify that I have no emotional, psychological, medical, physical or other condition that could interfere with my use of the Facility including, but not limited to, any interference with my ability to follow directions while shooting, hunting or otherwise present at the Facility or participating in a group events, or any other activity at the Facility.
- D. **Safety Equipment.** I will wear eye and ear protection at all times while in or about the Facility including, in particular all parts of the Facility designed or used for discharge of

firearms. IF I ELECT TO ABANDON USE OF EYE AND/OR EAR PROTECTION I AM DOING SO AT MY PERSONAL RISK AND AGAINST THE POLICIES AND ADVICE OF AFGA AND THE INSTRUCTORS.

- E. **Release.** I HEREBY AGREE TO RELEASE AND DISCHARGE AFGA, ITS DIRECTORS, OFFICERS, AGENTS, AFFILIATES, ADVISORS AND EMPLOYEES (THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL DAMAGES, ACTIONS, CLAIMS, LIABILITIES WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED RELATING TO OR ARISING FROM ANY ACTIVITY, OCCURRENCE OR EVENT INVOLVING THE FACILITY OR ANY OTHER PERSON PRESENT AT THE FACILITY.
- F. **Indemnification.** I FURTHER AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY AND EXPENSE INCLUDING ATTORNEYS' FEES AND COSTS INCURRED BY ANY OF THE RELEASED PARTIES AS A RESULT OF MY USING THE FACILITIES.
- G. **Governing Law; Venue.** The laws of the State of New Hampshire shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against any of the Released Parties or otherwise in connection with my use of the Facility shall be brought solely in Coos County Superior Court situate in Lancaster, New Hampshire.
- H. **Promotional Materials.** The Facility reserve the right to use any photograph, audio recording or video taken at the Facility, whether during the course of a party or private group, during any shooting activity, or during any other activity at the Facility and I hereby grant AFGA the right to use my image and voice.
- I. **Other.** This Release covers any and all activities undertaken by me in any part of the Facility or activity involving or sponsored by AFGA including but not limited to the bathrooms, observation areas, shooting ranges, club house, and offices. If any part of the Release is determined to be invalid, the remainder of the Release shall remain in full force and effect. This agreement constitutes the complete and sole agreement between AFGA and me. Individual officers, directors, employees, instructors, and agents have no authority or power to alter the terms of this Release, either orally or in writing.

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 as well as verbal direction that may be given by AFGA staff and employees.

I hereby execute this Release for myself and for my heirs, beneficiaries, personal representatives, executors, administrators, successors and assigns.

Signature of Participant

Phone Number: _____

Address: _____

TO BE SIGNED BY A GUARDIAN IF THE PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of _____ and hereby consent to their use of the Facility. In consideration of allowing the above-named participant to participate and/or use the Facility and receive instruction from the Instructors, I agree to be bound by the terms and conditions of this Release. On behalf of myself and my spouse or domestic partner, I hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE AND RELEASE, HOLD HARMLESS AND FURTHER AGREE TO INDEMNIFY AND DISCHARGE AFGA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, GUESTS AND ALL OTHERS ASSOCIATED WITH AFGA FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, CONTRACTS, EXPENSES, CAUSES OF ACTION, LAWSUITS, DAMAGE AND LIABILITIES, OF EVERY KIND AND NATURE, WHETHERE KNOWN OR UNKNOWN, IN LAW OR EQUITY, THAT SAID MINOR EVER HAD OR MAY HAVE ARISING FROM OR IN ANY WAY RELATED TO SUCH MINOR'S PARTICIPATION IN ACTIVITIES AT THE FACILITY. I further agree that I have full and sole responsibility for the safety and wellbeing of the above-named participant while he or she is using the Facility.

Parent/Guardian Name: _____

Relationship to participant: _____

Date _____
