

**RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS,
AND ASSUMPTION OF THE RISK AGREEMENT**

In return for use of premises and/or participation in any activity at the premises, and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer agrees to the following: To indemnify, hold harmless and defend the Lincoln Rifle Club and Junior Division (“LRC”) and the Lincoln Shooting Sports Center (“LSSC”), and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the customer’s discharging of firearms; the use of the Dillman, Ormsby and/or Indoor Range, buildings, land and any use and the premises (the “Premises”); and any and all acts or omissions of the Customer. Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, California or of any other State, or under any theory of law or equity, the Customer will indemnify, hold harmless and defend LRC/LSSC from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against the LRC/LSSC, whether individually, jointly, or in concert with the Customer, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney’s fees.

The Customer waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against the LRC/LSSC, (including, but not limited to any and all injuries, damages or illnesses suffered by the Customer or the Customer’s property), which may, in any way whatsoever, arise out of, be related to or be connected with: discharging firearms on the Premises, the use of their sporting equipment of any nature and kind, the Customer’s presence on or use of Premises for any purpose or activity, whether sponsored by, authorized, assisted, regulated, or not, by; the Customer’s own property (whether or not entrusted the LRC/LSSC), including any patent or latent defect in the premises. The LRC/LSSC shall not be liable for, and the Customer hereby expressly releases the LRC/LSSC from, any and all such claims. This waiver is both personal and on behalf of any minor accompanying or associated with the Customer, even if said minor is not expressly identified below.

The Customer hereby expressly assumes the risk of entering the Premises and taking part in activities on the Premises which include, but are not limited to the discharge of firearms and the firing of live ammunition; observing individuals discharging firearms; and/or the use of the premises, club or camping facilities for any purpose, including recreation or business. I acknowledge that my use of the premises, participation in individual and group activities, including the use of firearms or archery involves initiative, problem solving, and entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of slips and falls; being struck by objects dislodged or dropped from above or flying through the air, the hazards from using firearms, or the use of firearms by others, the risks of falling off of equipment, such as stands, or down embankments or off trails, the risk of explosion, or even the exertion of the physical participation in the activity as well as my own known or unknown physical condition.

The Customer certifies he/she is not restricted or prohibited due to a court order, terms of probation, terms of parole, or violations of certain sections of law from possessing firearms, ammunition, and/or dangerous weapons.

The Customer furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all the LRC/LSSC Range Rules, any separate rules or procedures required by any activity, the procedures, safety rules, and any and all Range Safety Officer/Safety Officer/Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally.

This instrument binds the Customer and his/her executors, administrators, assignees or heirs and any minor for whom it is signed.

If requested by a Range Safety Officer, I will state my age if under 21 years of age. If a minor, under the age of 18 years, I understand a parent or legal guardian’s signature agreeing to this waiver is required.

I have read and understand the LRC/LSSC Range Rules.

CUSTOMER:

If under 18 years of age:

Signature

Print Minor’s Name

Print Name

Parent or Legal Guardian Signature

Date Signed

Print Parent or Legal Guardian Name