

**Appendix D - Hold Harmless Agreement
Release, Waiver, Indemnification, Hold Harmless,
And Assumption of the Risk Agreement (rev. 12/2022)**

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 Undersigned agrees to the following:

To indemnify, hold harmless and defend Lemon Grove Rod and Gun Club, 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 discharge of firearms; the Undersigned's participation in discharging firearms; observing the discharging of firearms, participation in or observation of any activity, the use of the range, buildings, land and any use and presence on the premises (the "Premises"); and any and all acts or omissions of the Undersigned or of any third party (including, without limit, licensees, trespassers or business invitees). 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 Undersigned will indemnify, hold harmless and defend Lemon Grove Rod and Gun Club, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Lemon Grove Rod and Gun Club, whether individually, jointly, or in concert with the Undersigned, 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 Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against Lemon Grove Rod and Gun Club, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned'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 Undersigned's presence on or use of Premises for any purpose or activity, whether sponsored by, authorized, assisted, regulated, or not, by the Lemon Grove Rod and Gun Club; the Undersigned's own property (whether or not entrusted to Lemon Grove Rod and Gun Club), including any patent or latent defect in the premises. Lemon Grove Rod and Gun Club shall not be liable for, and the Undersigned hereby expressly releases Lemon Grove Rod and Gun Club from, any and all such claims. This waiver is both personal and on behalf of any minor accompanying or associated with the undersigned, even if said minor is not expressly identified below. This release and waiver *shall not* prevent a claim for recovery under any policy of insurance provision for no-fault indemnity (such as guest medical coverage).

The Undersigned 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 and/or bows and arrows, or the use of firearms or bows and arrows by others, the risks of falling off of equipment, such as stands, or down embankments or off trails, the risk of explosion, being struck by or falling from, motor vehicles or other forms of conveyance, or even the exertion of the physical participation in the activity as well as my own known or unknown physical condition.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all Lemon Grove Rod and Gun Club range rules any separate rules or procedures required by any activity, the procedures, safety rules, and any and all Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally.

This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed and inures to the benefit of the Lemon Grove Rod and Gun Club, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries).

If an adult under the age of 25, (or, if requested by a Range Officer) my age is listed. If a minor, under the age of 18 years, I understand a parent or legal guardian signature (not the minor's) agreeing to this waiver is required.

Dated: _____

If under 25, my age is: _____

Dated: _____

UNDERSIGNED:

Signature

Print Name

Parent or Legal Guardian Signature

Print Name of Minor

While execution of this agreement is voluntary, a refusal to execute it requires you and/or the minor immediately leave the premises.

**Lemon Grove Rod and Gun Club
Standard Operating Procedures
Parent or Legal Guardian Permission and Release Form
For a Minor to Use Firearms and Ammunition in California**

I, _____, parent or legal guardian of _____, hereby
(Print name of Parent or Legal Guardian) (Print Name of Minor)

give my minor child express permission and consent to be lent and possess firearms (handguns and long guns) and ammunition to engage in lawful, recreational sport. (Cal. Penal Code §§ 27945, 29610, 29615, 29650, 29655; 18 U.S.C. § 922(x)). As used in this form, “firearms” include any handguns, long guns, or shotguns that may lawfully loaned to and possessed by a minor under state and federal law.

I also give my minor child express permission and consent to possess, and for a person to loan to my child, a “BB device” as defined in Cal. Penal Code § 16250. (Cal. Penal Code § 19915).

This consent is valid, absent my express revocation thereof, until April 30 of the year following my signature, unless a shorter time is specified by any provision of law.

A photocopy or facsimile of this written consent will serve as an original. **This written consent form shall remain in the minor’s possession at all times while they are in possession if any firearms or ammunition and will be presented up request to any RSO, Officer or Mentor**

Signature of Parent or Court-Appointed Legal Guardian

Date