

WAIVER, RELEASE and HOLD HARMLESS AGREEMENT

Please read carefully before signing. This is an indemnification of the Bigfork Gun Club and a release of liability and my waiver of certain legal rights.

In consideration of my being a member, guest, or participant in any of the activities at the Bigfork Gun Club, Inc. (hereafter referred to as BGC), I agree to the following Waiver, Release and Hold Harmless Agreement. I acknowledge that my being present near discharging firearms of various types and calibers has certain inherent risks, hazards and dangers for anyone. These risks, hazards and dangers can be managed but never eliminated on an active and public gun range facility, and in my understanding, include, in part and **without limitation**, the following:

(1) The risk of handling firearms and being near others who have firearms in their possession. (2) The risks of ear and eye damage. Eye and ear protection is always required. Shooting without them is at my own risk. (3) The risk from ammunition, clay targets, shot pellets, bullets, bullet fragments, bounce backs and/or ricochets. (4) Physical presence in rugged country, including encounters with wildlife, animals, and insects. (5) Varying weather conditions, loss of footing from ground obstacles, ice or snow, or low hanging roof clearances.

The Officers and Board of Directors of the BGC openly offer the opportunity to discuss the above with them. I understand BGC activities may require good physical conditioning and a degree of skill and knowledge, characteristics I believe I possess, in order for me to participate in any activities safely. I understand I have the responsibility to exercise reasonable caution and safe gun handling practices at all times and to obey all posted rules of the BGC, whose services and equipment and facilities I use voluntarily and **WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED, AND HEREBY ASSUME AND ACCEPT ALL RISKS OF INJURY, PARALYSIS, OR DEATH.**

In considerations of being a member, or guest, of the BGC and/or my competing in, participating in, or simply observing or attending any event conducted on the BGC property, and in recognition of the best efforts of all individuals involved to maintain reasonably safe conditions and rules, I agree to assume any and all personal risk(s) involved. Furthermore, I affirm and understand that I, for myself, my family, heirs, successors, executors, and subrogees, hereby knowingly and intentionally waive, release, indemnify and hold harmless the BGC, all of its Officers, Directors, instructors, employees, agents, members, match officials, volunteers, or any event sponsors involved in organizing or conducting events of any type or nature from any and all personal injury or property damage(s) I might incur. Additionally, I waive all present and future right(s) to any and all claims, actions, causes of action(s), legal suits and expenses (including reasonable attorney's fees) against the BGC and the aforementioned individuals. Such waiver by me includes NEGLIGENCE of any kind or nature whether foreseen or unforeseen, any damages, losses, injury, paralysis or death to me as a result of my attending any event, or my use of any BGC services or equipment while present on BGC properties. Additionally, I understand I am fully responsible for any injury to myself or others and any property damages I may cause while at the BGC facility.

Undersigned expressly agrees this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The elections of any one or more remedy hereunder by the BGC, or any of its Officers or Directors shall not constitute any waiver as such and to their rights to pursue other available remedies in accordance with Montana State Law.

FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

Print Name _____

I am a member YES / NO

I am a guest of (Please Print) _____

Print Emergency Contact: Name, Relationship, Phone Number(s) _____

Your Signature (If you are a MINOR – then your parent or legal guardian's signature) _____

Date _____

For New Members: Attended Safety Orientation on _____ by _____ Card issued _____