

# KISKI TOWNSHIP SPORTSMEN'S ASSOCIATION

## WAIVER AND RELEASE OF CLAIMS OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

This Waiver and Release of Claims of Liability, Assumption of Risk, and Indemnification Agreement (hereinafter referred to as “Agreement”) is executed on the date written below by the undersigned (hereinafter referred to as “Guest”) prior to the Guest’s attendance at any event hosted, organized, or sponsored by the Kiski Township Sportsmen’s Association (hereinafter referred to as “Event” and “Sportsmen’s Association,” respectively). This Agreement is perpetual and applies to any Event that Guest may attend in the future.

For the benefit of the community and to promote its purpose of banding together sportsmen, Sportsmen’s Association desires to hold Events on its property which includes firearm and archery ranges, a fishing pond, recreational facilities, equipment, as well as any area to which admission by the general public is restricted (hereinafter referred to as “Property”). This Agreement shall not prohibit the Sportsmen’s Association from limiting the permissible grounds or uses for any other agreement.

Any Event may include inherently dangerous activities, which involve both known and unanticipated risks which could result in damage or destruction of property or, regardless of participation in any such activity, physical or emotional injury to or death of Guest or other persons. Guest acknowledges that risks include but are not limited to property or persons being struck by flying, falling, or ricocheted objects, including debris and projectiles; mechanical failures of weapons, tools, or other objects; partial or total damage to physical senses; paralysis or death; drowning; inclement weather conditions; and animals or insects found in the wild.

Rules and procedures have been established to help make Events as safe as possible; however, the Sportsmen’s Association does not claim that such rules and procedures are sufficient in any way to protect Guest or Guest’s property. Activities involving inherent dangers may occur at an Event which no amount of care, instruction, or expertise can eliminate. Anyone attending an Event does so at their own risk.

### **Rules in Place**

In addition to any rules that may be posted or announced at an Event, the following safety rules must be adhered to:

#### **General Rules**

- (1) Each person is responsible for any physical, mental, or emotional injury or property damage at the Event caused by his or her conduct;
- (2) Each person shall ensure that his or her possession and handling of any firearm at an Event is both lawful and not contrary to the rules established by the Sportsmen’s Association;
- (3) No person under the influence of alcohol or drugs shall handle firearms or participate in any inherently dangerous event that may be occurring during the Event;
- (4) Be aware that certain guns and many shooting activities require additional safety precautions;
- (5) Any person who does not understand a rule or procedure or believes that there is a safety risk to himself or herself or others shall immediately notify a Range Safety Officer (RSO) of the Sportsmen’s Association;

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- (6) Each person shall ensure that any equipment, device, or firearm provided by the Sportsmen's Association is properly fit and working properly. In the event that an individual believes that there is an error, he or she shall immediately notify a Range Safety Officer (RSO) of the Sportsmen's Association;
- (7) No person shall possess or handle any firearm if experiencing ideations of homicide or self-harm;
- (8) Target shooting is permitted only while using indoor or outdoor ranges; and
- (9) Be aware that certain types of guns and many shooting activities require additional safety precautions.

## **Handling of Firearms**

- (1) Ensure that the firearm is safe to operate;
- (2) Ensure that the correct ammunition for the gun is being used;
- (3) Use safety protection, including for eyes and ears, when appropriate;
- (4) Store guns so they are not accessible to unauthorized persons;
- (5) **ALWAYS** keep the gun pointed in a safe direction;
- (6) **NEVER** place a finger on the trigger until ready to shoot; and
- (7) **NEVER** load a firearm until ready to use it.

## **Range Rules**

- (1) Each person shall follow all posted safety signs on ranges;
- (2) Any individual under the age of eighteen (18) must be accompanied by an adult member on both the indoor and outdoor ranges;
- (3) No person shall shoot, handle, reload, or otherwise operate a firearm any time another individual is down range;
- (4) Flags must be used to alert non-shooters that a range is in use;
  - (A) If the rifle range is in use, the red flag must be raised on the flagpole.
  - (B) If the red flag is raised on the flagpole, this signifies **STOP**, the range is **IN USE**.
- (5) Steel Targets;
  - (A) If using steel targets on the rifle range, no person shall use a caliber greater than **.300 Win Mag**.
  - (B) No person shall shoot steel target(s) on the pistol range unless he or she is located 15 or more yards from the targets.
- (6) Indoor Range;
  - (A) No person shall shoot ammunition in the indoor range prior to turning on the ventilation.
  - (B) Only the following ammunition may be used in the indoor range: **.22 Long Rifle Rimfire, .22 Long Rimfire, .22 Short Rimfire, Air Guns .25 caliber or smaller under 1300 feet per second.**
- (7) No person shall use rifle calibers on pistol range targets;
- (8) No person shall deliberately fire at the target frames or posts; and
- (9) **Know your target and what lies beyond it.**

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As lawful consideration for being permitted to attend any Event organized or hosted by the Sportsmen's Association, I hereby agree as follows:

- (1) I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever any kind and nature, including death, which I may incur as a result of attending an Event, which may include inherently dangerous activities.

Initial: \_\_\_\_\_

- (2) I agree to assume all responsibility and liability for any act or omission, even negligent or criminal, at an Event by myself and, if applicable, Minor(s) listed in the Guardianship section.

Initial: \_\_\_\_\_

- (3) I agree to abide by all rules set forth in this Agreement as well as any rules posted or announced at an Event.

Initial: \_\_\_\_\_

- (4) I knowingly, voluntarily, and expressly waive, completely and without reservation, any claim I or any other person claiming under me have against Kiski Township Sportsmen's Association, its officers, directors, or agents, their heirs, successors, and assigns, for any and all injuries or damages that I may sustain while at the Event. Accordingly, I and any other person claiming under me knowingly, voluntarily, and expressly release, waive, discharge and covenant not to sue Kiski Township Sportsmen's Association, its officers, directors, or agents, their heirs, successors, and assigns, for any personal injury, death, disability, property damage, property theft, or other acts or omissions of whatsoever kind including, but not limited to, those caused by its negligence or acts or omissions of other attendees at an Event.

Initial: \_\_\_\_\_

- (5) I agree that if, despite this Agreement, I or anyone on my behalf makes a claim against any of the releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost incurred by Kiski Township Sportsmen's Association as a result of such claim, including any and all reasonable attorney's fees incurred.

Initial: \_\_\_\_\_

- (6) I understand and intend that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect in perpetuity from the date of execution and shall be applicable to any Event that I attend.

Initial: \_\_\_\_\_

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(7) I have carefully read this Waiver and Release of Claims of Liability, Assumption of Risk, and Indemnification Agreement and fully know its contents. I acknowledge that I voluntarily sign this Agreement and that no other inducement, assurance, or guarantee has been made to me in consideration of my signing this Agreement. I further acknowledge that I may consult with an attorney prior to signing this Agreement.

_____	_____
Name of Guest (Print)	Signature of Guest
_____	_____
Date Signed	_____
	_____
	Address of Guest
_____	_____
Name of Witness (Print)	Signature of Witness

## GUARDIANSHIP

No person under the age of eighteen (18) (hereinafter referred to as “Minor”) shall attend an Event unless a Guardian of the Minor has included the Minor in this Agreement. Please provide below any Minor who is under your guardianship and intends to attend an Event:

**MINOR(S):**

_____	_____
Name of Minor #1 (Print)	Name of Minor #2 (Print)
_____	_____
Name of Minor #3 (Print)	Name of Minor #4 (Print)

In consideration of allowing the below listed Minor to attend Events, each Minor named, his or her personal representatives, heirs, and next of kin agree to all provisions set forth in this Waiver and Release of Claims of Liability, Assumption of Risk, and Indemnification Agreement

(1) I fully accept any implied responsibilities for the Minor(s) under my guardianship and knowingly, voluntarily, and expressly waive, completely and without reservation, any claim I or the named Minor(s) or any other person claiming under the named Minor(s) have against Kiski Township Sportsmen’s Association, its officers, directors, or agents, their heirs, successors, and assigns, for any and all injuries or damages that the named Minor(s) may sustain while at the Event.

\_\_\_\_\_

Signature of Guest