

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(AGREEMENT)**

In exchange for, and as a condition of, using the Shooting Range (Range) operated by the Sportsman's Club of Brown County, Inc., on land owned by The Foundation for Youth Firearms Safety, Inc. (collectively Club), located on U.S. Highway 281 approximately 5.5 miles south of U.S. Highway 12, Brown County, South Dakota:

1. I am signing this Agreement for myself, my personal representatives, heirs, and next of kin, and as the legal parent, or legal guardian, of any minor designated below.
2. I acknowledge that the Range is maintained and operated by volunteers. I will follow the rules and procedures of the Range. I will also follow the reasonable instructions of Range supervisors (Rangemasters), when present.
3. I acknowledge that the use of the Range involves handling, loading, and discharging firearms (guns); those are inherently dangerous activities which include the risk of serious injury, death, and property damage; equipment and ammunition malfunctions and the actions of other shooters can also expose me to the risk of serious injury, death, and property damage.
4. I waive all claims against, and I release, discharge, and agree not to sue, the Club, Club volunteers including Rangemasters, the State of South Dakota, and their respective directors, officers, agents, and employees, individually and jointly (collectively "Releasees"), regarding any liability to me, my personal representatives, heirs, and next of kin, for any claim, loss, liability, cost, or damage on account of my death, or injury to me or my property, directly or indirectly related to my use of the Range, whether caused by my negligence or the negligence of Releasees or otherwise.
5. I assume full responsibility for any risk to me of bodily injury or death, or damage to my property, resulting, directly or indirectly, from my use of the Range whether caused by my negligence or the negligence of Releasees or otherwise; if I observe any dangerous or unsafe condition, or any unsafe instructions by a Rangemaster, I will immediately leave the Range.
6. I agree to indemnify and hold the Releasees harmless, individually and jointly, from any claim, loss, liability, cost, or damage, including attorney's fees and costs, on account of my death, or injury to me or my property, directly or indirectly related to my use of the Range, whether caused by the negligence of Releasees or otherwise.
7. I agree that this Agreement extends to all acts of negligence by Releasees, and is intended to be as broad and inclusive as is permitted by South Dakota law; if any portion of this Agreement and Release is determined to be invalid, the remainder shall continue in full force and effect.

I have read this Agreement. I fully understand its terms. I understand that I have given up substantial rights by signing it; I have signed it freely and voluntarily without any inducement, promise or threat being made to me. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. Further, I intend this Agreement to continue indefinitely, and remain in full force and effect, whenever I use the Range. I agree that my electronic signature confirms my acceptance, and the binding effect, of this Agreement and is legally the same as an original handwritten signature. Any references to "I, me and my" in this Agreement includes any minor for whom I am signing as the legal parent or legal guardian; I affirm that I have the legal authority to waive the rights of the minor, to assume the risks and obligations on behalf of the minor, and to consent to the minor's use of the Range.

NOTE: If you are signing for a minor (under 18), print the minor's name as well as your own.

**Print Your Name And
Address Here**

Print Minor's Name Here

Sign Your Name Here

Date

Signature and Title of Witness

Address of Witness