

LAF A LOT ROD AND GUN CLUB, INC.
SINCE 1923
P.O.BOX 307
LANEXA, VIRGINIA 23089

Waiver and Release Agreement
Please read carefully before signing
This is a release of liability and waiver of certain rights

In consideration of LAF A LOT ROD AND GUN CLUB, Inc., a Virginia corporation, its officers, directors and members (collectively referred to hereafter as "Club"), permitting me to participate in hunting, firearm training, shooting, fishing, boating and/or swimming activities, wherever they are held,

I, _____ ("Participant"), on my own behalf and on behalf of my heirs, personal representatives, administrators, executors, successors and assigns, hereby waive, discharge and release any and all claims, demands, causes of action, suits and rights I, or anyone on my behalf, might have against the Club as a result of my taking part in the above-referenced activities sponsored by, sanctioned by or approved by the Club. Participant agrees that this waiver, release and covenant not to sue shall include any injury or death resulting from any defect, known or latent, in or on the premises of LAF A LOT ROD AND GUN CLUB, INC., I further agree that this waiver and covenant not to sue shall include any such claims and actions as a result of my participation in firearms training conducted at any Club facility or sanctioned by the Club, including training conducted by NRA certified trainers whether such claim or action arises from holding or teaching the class or from the content of the training.

I UNDERSTAND THAT ENGAGING IN FIREARMS SHOOTING, ARCHERY, AND WATERSPORTS TO INCLUDE BUT NOT BE LIMITED TO FISHING, BOATING AND SWIMMING ARE INHERENTLY DANGEROUS AND HAZARDOUS ACTIVITIES WITH ACCOMPANYING RISKS OF PERSONAL INJURY, DEATH OR LOSS OR DAMAGE TO PERSONAL PROPERTY. I HEREBY VOLUNTARILY ASSUME THOSE RISKS AND ENTER INTO THIS WAIVER, RELEASE AND COVENANT WILLINGLY, KNOWINGLY AND VOLUNTARILY.

1. Dangers related to Firearms shooting include, but are not limited to:

- a. Accidental shooting by self or another.
- b. Injury to self from mistakes in gun handling, such as injuries to fingers or thumbs from improper holding or operation of firearms, including semi-automatic handguns with moving slides.
- c. Injury from “backsplash” of the target backstops. Such backplash can include pieces of the projectile or of the backstop or other parts of range construction.
- d. Health effects associated with the inhalation of lead particles, lead fumes, powder residue, smoke and other airborne matter.
- e. Hearing damage associated with the loud sound of a pistol or rifle report.
- f. Damage to eyesight associated with shooting, including but not limited to entry of backplash material into the eye.

2. Participant understands other dangers associated with such activities include but are not limited to:

- a. Risk of injury from the use of tree stands.
- b. Risk of injury from the use of all terrain vehicles (ATVs) or any other vehicle used off paved roads.
- c. Walking in rugged country, on uneven terrain or in otherwise less than optimal conditions.
- d. Encounters with wildlife and insects.
- e. Participating in events that occur in inclement weather and associated risks.

3. Participant agrees to indemnify, hold harmless and defend Club from any and all fault, liabilities, costs, including reasonable attorney’s fees, expenses, claims, demands and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of Participant in the course of Participant’s presence on and/or use of Club’s range, buildings, facilities, and land (“Premises”) including, but not limited to, Participant’s use of firearms and / or other weapons.

4. Participant further waives for him/herself and for his/her heirs, personal representatives, administrators, executors, successors and assigns any and all rights and claims for damages, loss, costs, including reasonable attorney’s fees, demands and any other actions or claims whatsoever, he may have or which may arise against Club, including, but not limited to: damage to Participant’s property; any and all illness and injuries, including

emotional distress or anguish; and any other damages, including death, suffered by Participant which may in any way whatsoever arise out of, be related to, or be connected with the use of firearms and / or other weapons on Club's Premises by Participant and/or another.

5. Club shall not be liable for, and Participant, on behalf of him/herself and his/her heirs, personal representatives, administrators, executors, successors and assigns, expressly releases Club and Club's members, employees and agents from any and all claims and liabilities including, but not limited to, claims of actual or alleged negligence on the part of Club, their members, employees and agents.

6. Participant acknowledges that Club has no control over the individual reloading practices, components or the quality of the firearm in which reloaded ammunition will be fired. Club shall not be liable for, and Participant, on behalf of himself and his/her heirs, personal representatives, administrators, executors, successors and assigns, expressly releases Club and Club's members, employees and agents from any and all such claims and liabilities including, but not limited to, personal injury or death resulting from the use or misuse of reloaded ammunition. Participant further acknowledges that ANY PERSON WHO FIRES RELOADED AMMUNITION DOES SO AT HIS/HER OWN RISK AND PERIL.

7. Participant acknowledges that he/she has read and understands the foregoing provisions of the Waiver, Release and Covenant Not To Sue and has executed it voluntarily, on the basis of his/her full understanding of his/her rights and under no duress or coercion by Club. Participant further acknowledges that he/she has read and understands the safety briefing and has read and understands all N.R.A. gun safety rules, general range rules, site specific range rules and administrative rules of Club.

8. Participant expressly agrees that this Waiver, Release and Covenant Not To Sue is intended to be as broad and inclusive as permitted by law and that if any provision of this Waiver, Release and Covenant Not To Sue is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

9. Participant understands the activities such as those described herein may require good physical conditioning and a degree of skill and/or knowledge to participate in safely and he/she believes that he/she possesses the requisites to safely participate.

10. Participant states that he/she is over the age of eighteen (18), or if not that his/her parent or legal guardian has signed this agreement on his/her behalf.

Date: _____

Printed Name: _____ (Participant)

Signature: _____

If under eighteen (18) years of age:

I, _____, hereby affirm that I am the parent or legal guardian of _____, the above named minor child, and I have full legal capacity and authority to execute this Waiver, Release and Covenant not to sue.

Printed Name of Parent or Legal Guardian: _____

Relationship: _____

Signature: _____