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APPENDIX B

WAIVER, RELEASE and INDEMNIFICATION AGREEMENT

Please read carefully before signing!

This is a release of liability and waiver of certain legal rights!

In consideration for my being permitted to participate in activities at the Range of Astoria Logistics Group, LLC the undersigned agrees to the following waiver and release of liability of the following, referred to herein as "Indemnified Parties"; Astoria Logistics LLC and its member organizations, Astoria (501c) Disabled Veteran Association, School of Arms, the City of Soledad, and ALL subsidiaries, divisions, partners, parent and affiliated organizations of such parties and ALL such parties representatives, partners, designees, officers, directors, shareholders, members, managers, employees, agents, concessionaires, volunteers, successors and assigns.

I acknowledge that the discharge of firearms, archery, and/or steel, paper, clay target shooting has inherent risks hazards, and dangers for anyone that cannot be eliminated. I understand that these risks, hazards and dangers include without limitation:

1. Risk of handling firearms and/or archery implements and being near others that have devices in their possession;
2. Risk of ear damage from noise;
3. Risk of injury from ammunition, clay targets, fragmentation, ricochets, and shots from other firearms and archery implements;
4. Inclement weather conditions.

I understand that **EYE AND EAR protection is required, is mandatory, and is NOT optional.**

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with the Range Master or Range Safety Officer. I understand that these activities may require good physical capability and a degree of skill and knowledge. I believe that I have good physical capability and the degree of skill and knowledge necessary for me to engage in these activities safely. I have read and understand my responsibilities delineated in the Range Safety Rules. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate despite the risks. I am voluntarily using the services of the Indemnified Parties with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury or death.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify, and hold harmless the Indemnified Parties, and each of them, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, or death to me or my property as a result of my engaging in these activities or the use of these services, or equipment, where such damage, loss, injury, or death results from negligence of the Indemnified Parties or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree NOT to sue the Indemnified Parties as a result of any damage, loss, injury, or death suffered in connection with my use and participation in the activities of the Indemnified Parties.

I acknowledge having read this waiver and release in it's entirety and to being bound by its provisions in their entirety.

Printed Name _____

Signature _____

Date _____

Witness _____

Certain individuals are restricted or prohibited from possessing firearms, ammunition, and/or dangerous weapons because of a court order, prior conviction, immigration status, or other reason. Mark appropriate box:

☐ I AM NOT RESTRICTED

☐ I AM RESTRICTED