

Black Creek Gun Club

Waiver of liability: Identification Agreement & Covenant Notice to Sue.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF BLACK CREEK GUN CLUB, INC., NOW OR ANYTIME IN THE FUTURE.

I the undersigned user, hereby acknowledge and agree that target shooting, the use of firearms and the use of the Black Creek Gun Club, Inc. facilities located in Chesterfield County SC ("BCGC") may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all the risks associated with the use of the BCGC facilities including, but not limited to: (1) all manner of injury, including, but not limited to death and /or paralysis, arising from target shooting, the use of firearms or their discharge;(2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using BCGC facilities, including loss of hearing, burns, blindness or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware: and (4) failure or misuse of any equipment, whether owned and maintained by BCGC or otherwise. I understand that I am REQUIRED to use vision and hearing protection at all times when present on the facilities of BCGC. If I choose not to use such protection I agree to assume the additional risks associated with lack of their use. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of BCGC and that the above list in no way limits the extent of this Waiver of Liability Indemnification Agreement and Covenant Not to Sue.

In consideration of my use of BCGC, I agree to release and on behalf of myself ,my heirs, representatives, executors, administrators and assigns (the "Releasors") **HEREBY DO RELEASE BCGC**, its owners, shareholders, officers, directors, employees and agents (the BCGC Releasees") from any cause of action, claim, or demand of any nature whatsoever (except for their gross negligence or willful misconduct) which the Releasors may now have or have in the future against the BCGC Releasees on account of personal injury, property damage, death or accident of any kind arising out of or in any way related to my use of BCGC, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the BCGC Releasees. I further covenant that I shall bring no civil action against the BCGC Releasees based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including but not limited to death, paralysis that I may sustain while using BCGC and that by signing this agreement I am relieving the BCGC Releasees of any and all liability for such loss, damage or death (other than as a result of their gross negligence or intentional misconduct).

I do hereby further agree to **INDEMNIFY AND HOLD HARMLESS the BCGC Releasees** from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or willful misconduct of the BCGC Releasees) arising out of or in any way relating to my use of BCGC. I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of BCGC. I also certify that I am not a convicted felon nor will I knowingly bring a convicted felon onto BCGC property.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement, are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF: I have executed this agreement this _____ day of _____, 20_____

Member Name (Print) _____ **Member Signature:** _____ **Date of Birth:** _____
Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____
Cell Phone: _____ **Home Phone:** _____ **Work Phone:** _____
Emergency Contact Name: _____ **Emergency Contact Phone:** _____
Email: _____

ATTENTION MEMBERS: YOU ARE ONLY ALLOWED TO BRING A GUEST TO THE RANGE TWICE AND THEY MUST COMPLETE A WAIVER PRIOR TO USING THE RANGE.

Guest Name-Print: _____ **Guest Signature:** _____.

Member who brought guest - Print _____
Date of Birth: _____ **Age:** _____
Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____
Cell Phone: _____ **Home Phone:** _____ **Work Phone:** _____
Emergency Contact Name: _____ **EMC Phone:** _____
Email: _____

If Member /Guest are under 18 years of age: Parent/Guardian is required:
I, as a parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this **Waiver of Liability: Indemnification Agreement and Covenant Not to Sue.**

Parent/Guardian Signature: _____

Black Creek Gun Club, P.O. Box 2556, Hartsville, SC 29551