MVSN

Mountain Valley Sportsman's Association GUEST WAIVER AND RELEASE AGREEMENT

Sponsoring MEMBER Name: ____

<u>Please read carefully and print legibly before signing.</u> <u>This is a release of liability and waiver of certain legal rights</u>

Guest Name (Print Legibly):	Street/PO Address:	
City, State, Zip:	Phone Number: (H)	_ (C)

In consideration for my being permitted to participate in the activities of Mountain Valley Sportsman's Association, hereafter known as MVSA, I agree to the following Waiver and Release:

I acknowledge that MVSA has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;

2. The risk of injury from ammunition and shot from other guns;

3. The risk of exposure to hazardous materials, including, but not limited to, lead and mercury and other hazardous materials that may be present and inherent with the firing of ammunition;

4. Walking in rugged country, including encounters with wildlife, animals and insects;

5. Inclement weather conditions;

6. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off the paved road;

7. The risk of injury from the use of props, structures, clay throwers and any other edifice in use at MVSA.

I understand the risks, hazards, and dangers of shooting and have had the opportunity to discuss them_with MVSA members and/or officers. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. **My participation in this activity is purely voluntary.** No one is forcing me to participate, and I elect to participate in spite of the risks. **I AM VOLUNTARILY USING THE SERVICES OF MVSA WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.**

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS MVSA their directors, officers, agents, employees, and volunteers 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, paralysis, or death to me or my property as a result of my <u>engaging in these activities or the use of these services, animals or equipment,</u> whether such damage, loss, injury, paralysis, or death results from negligence of MVSA or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue MVSA as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of MVSA.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date: ______ Guest Signature: ______

If less than eighteen years of age, parent, guardian, or custodian must sign the following INDEMNIFICATION:

In consideration for the above minor being permitted by MVSA to participate in the activities of MVSA which include, without limitation, the use of its services and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and herby stipulates and agrees to save and hold harmless, indemnify, and forever defend, MVSA their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor

or by anyone on behalf of said minor, further agree not to sue MVSA as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of MVSA.

Name of Minor(s) (Print Legibly)		
Parent/Guardian/Custodian Signature:		_ Date:
Witness Name (Print):	Witness Signature:	Date: