Cranston Fish and Game Club Page 1 of 2 pages

Liability Waiver – Release and Indemnification Agreement

I, the undersigned Releasee individually and on behalf of my heirs, executor, administrator and assigns hereby in return for admission to the premise of the Cranston Fish and Game Club and as a spectator and/or participant in gun club activities and for other good and valuable consideration, the receipt of which is hereby acknowledged, RELEASE, ACQUIT and DISCHARGE Cranston Fish and Game and its members, employees, agents, associates, principals and contractors as well as all other activity and event participants and spectators from any and all claims, demands, liability, cost, fees or expenses related to any injury, loss or claim arising out of my presence on the Cranston Fish and Game premises or my participation in events or activities conducted on the Cranston Fish and Game premises to the extent that my claim is not covered by or exceeds available insurance coverage. I especially understand that by signing this Waiver and Release that I am waiving my rights to potential recovery should I be injured in the future on the premises of the Cranston Fish and Game Club to the extent that my claim is not covered or exceeds available insurance coverage. It is my intent to waive all such claims related to personal injury whether the injury results from a firearm or from any

non-firearm related matter such as an injury caused by a defect in the premises to the extent that my claim is not covered or exceeds available insurance coverage. It is my express intent that this Waiver, Release and Indemnification Agreement remain in full force and effect for each and every occurrence in the future when I am on the Cranston Fish and Game Club premises.

I fully understand that the Cranston Fish and Game Club as well as the individual members, employees, agents, associates, principals and contractors have a limited amount of insurance coverage available and that this amount may vary based on circumstances and/or number of claimants. I am expressly waiving any and all claims I have that are not covered by applicable insurance coverage. I hereby expressly waive any portion of a claim I may have that exceeds available insurance coverage.

I understand that the insurance coverage provided by Cranston Fish and Game Club contains numerous conditions and exclusions and that I conceivably could suffer injury, damages and/or death in a manner that is not covered by insurance. I further understand that even if any potential claim I have is covered by a policy of insurance, other potential claims may apply to the available insurance coverage. If my potential claim combined with other claims made against available insurance coverage exceed the available insurance coverage limits then I expressly agree that my claim will be fully satisfied and discharged by a pro-rated share of the insurance coverage. If my injury, damages and/or death are not covered by insurance, then it is my express intent to waive and discharge the claim, and I hereby waive and affirmatively discharge from liability Cranston Fish and Game Club and its members, employees, agents, associates, principals and contractors, as well as all other activity and event participants and spectators for any liability not covered by insurance.

I fully understand that I am waiving my potential right to recovery for damages, injury and/or death for all circumstances where the Cranston Fish and Game Club or its members, employees, agents, associates, principals and contractors as well as all other activity and event participants and spectators could be held responsible but no insurance coverage exists.

I acknowledge that firearms can cause serious bodily injury or death. I understand that I could suffer serious bodily injury or death as the result of any numerous circumstances related to firearms discharged upon the premises to include but not limited to: unsafe handling of firearm by myself or other participants; a defect in a firearm or ammunition; hearing loss due to gunfire; exposure to lead and other contaminants; injury to eyesight by recoil or by airborne contaminants from discharging a firearm; and injury from bullets that ricochet off a hard surface or object. I further understand that I may suffer serious bodily injury or death as a result of an injury suffered on the premises such as a fall, injury from a property defect or from improperly or negligently maintained premises.

I further acknowledge that the Cranston Fish and Game Club engages in activities that may create a risk of serious injury or death by way of food poisoning, or other food borne illnesses to include chronic wasting disease related to meals served at “game dinners”. I understand that food stuff to include game meat is donated to the CFGA and that no government inspection or any testing is provided to determine the fitness of the meat for human consumption.

Initials acknowledging terms and conditions of Page 1 of 2 \_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I expressly assume all risks associated with my presence upon the premises of the CFGA to the extent that my claim is not covered or exceeds available insurance coverage. I expressly assume the risk of all participation in CFGA activities and events to the extent that my claim is not covered or exceeds available insurance coverage.

If I should injure anyone by my use of a firearm while on CFGAS premises I hereby agree to INDEMNIFY and HOLD HARMLESS to include payments of attorney fees to defend CFGA its members, managers, employees, agents, associates, principals and contractors from any and all claims for injury or damages that the CFGA was responsible for injury caused by my discharge of a firearm.

It is my express intent, understanding and agreement that this AGREEMENT is to be interpreted so that under no circumstance will CFGA and its members, employees, agents, associates, principals and contractors, as well as all other activity and event participants and spectators ever have any financial exposure for any damages, injury or even death that I suffer, regardless of the circumstances, beyond applicable and available insurance coverage.

It is expressly understood that this Agreement does not waive any right to recover sums in excess of insurance policy limits directly against any insurance company pursuant to RIGL Section 27-7-2.2 and the holding in Asermely vs. Allstate, 728 A.2d 461 (RI 1999) should I offer to settle a claim within applicable and availability policy limits and said offer is declined by the insurance company.

This release and indemnification agreements binds my executor, administrator, assigns and heirs.

The term hereof are Contractual and not a mere recital.

CAUTION: This document waives Important Legal Rights, Read before signing.

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Releasee Signature Date

Accepted by

Print Name/ Address

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cranston Fish & Game

President Joseph Rotella

Conditional License to Enter Premises

The Cranston Fish and Game hereby conditioned upon express agreement and consent to the above states terms grants a license to the Releasee to be present on the premises of Cranston Fish and Game for such time, manner and purpose as expressly provided in the rules and regulations of Cranston Fish and Game

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Cranston Fish and Game

By Joseph Rotella President

Initials acknowledging terms and conditions of Page 2 of 2 \_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_