## FIFTY CALIBER SHOOTERS ASSOCIATION WAIVER AND RELEASE OF LIABILITY

The Fifty Caliber Shooters Association ("FCSA") is a nonprofit organization dedicated to the advancement of the sporting use of the .50 BMG cartridges. I \_\_\_\_\_\_ the undersigned person, request to voluntarily participate in this FCSA sanctioned activity and specifically, the competition dated: \_\_\_\_\_\_ (hereinafter referred to as "Competition"). In consideration of the sanction granted by FCSA, and the invitation by the Host Club to participate in this Competition, I, for myself, my personal representatives, heirs, next of kin, spouse, and assigns, DO HEREBY:

- 1. Release, discharge, covenant and agree that the Host Club, and/or the FCSA's officers, agents, staff, trustees, operators, personnel, property owners, attorneys, and employees (all hereinafter collectively referred to as the "Releasees") are now and forever to be held harmless from any and all claims, liabilities, or ordinary negligence of Releasees or any other participant in the "Competition" which causes the undersigned injury, death, damages, or property damage. I hereby covenant to hold these Releasees harmless and indemnify Releasees for any claims, actions, suits, complaints, procedures, costs, expenses, judgments, damages and liabilities or expenses Releasees may incur arising out of, or connected with my activities or participation in the "Competition", or presence on the range.
- 2. Understand that my entry into the "Competition" and/or participation therein, and my entry upon any premises where said "Competition" is held, that there is a DANGER AND RISK OF INJURY OR DEATH. In addition, I understand that the present condition and activities of the "Competition" may change and may become more hazardous and dangerous and that there is INHERENT DANGER in said "Competition", which I appreciate and voluntarily assume because I choose to do so. I have observed gun competitions of this type that I seek to participate in, and I have and/or will have my own equipment to participate in said activity, including ammunition and have inspected said equipment and ammunition and the area of the "Competition." I further know that other participants in the "Competition" or activity pose a danger to me, nevertheless I VOLUNTARILY ELECT TO ACCEPT RISKS connected with my entry into and participation in the "Competition."
- 3. Acknowledge that I am aware of generally accepted all gun safety rules and regulations and have been advised of the rules of the "Competition" and my responsibilities during the match and have complied with each said rule, regulation, and responsibility. If I have failed so to do, or if I fail so to do I ASSUME RISK for myself and assume all liability to others for such failure(s) and I hereby RELEASE all Releasees for any failure(s) in inspecting my equipment or others failures to so do. No oral representations, statements, or inducements, apart from this written statement have been made to me to sign this agreement. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and affect.
- 4. Agree that this agreement shall apply to any accident, injury, incident or death occurring at the above-mentioned competition or activity.
- 5. Agree that I am fully aware that I am attending a LIVE FIRE Competition and therefore understand the risk and inherent danger of the possibility of injury and/or death.
- 6. Understand that if any legal action is taken or brought under this agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorney fees whether or not a suit is filed.
- 7. Agree that this agreement shall be governed by and construed in accordance with the laws of the state of Utah and/or any other state where it is signed

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND AND ASSUME ALL RISK INHERENT IN THE COMPETITION. I VOLUNTARILY SIGN MY NAME EVIDENC-ING MY ACCEPTANCE OF THE ABOVE PROVISIONS. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THE FCSA has no duty to undertake first-aid or rescue operations or procedures in the event physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries and I release the FCSA and anyone who engages in or attempts to engage in such first-aid or rescue procedures to the extent permitted by law."

SHOOTER:	DATE:
COMPETITION LOCATION:	DATE:
WITNESSED BY:	DATE:
Accepted by Match Director:	DATE: