LIABILITY RELEASE, INDEMNIFICATION, & ASSUMPTION OF RISK

in consideration for being allowed on the premises or to participate in activities at PELHAM FISH and GAME CLUB, INC. ("PFG"), a nonprofit corporation

(Must be completed by all individuals prior to shooting or upon entry of **PFG property** by any person)

- 1. In consideration of being allowed on the premises of PFG or to participate in any activities at PFG I hereby voluntarily agree to assume any and all risks associated with shooting at PFG, including negligence. I understand the risks and hazards involved. Shooting may be considered a dangerous activity, with the risk of potentially life threatening injuries and potential exposure to lead and airborne lead particles. I assume the risk of any and all injuries I may suffer due to the physical condition of PFG, the negligence of PFG, equipment failures, defective equipment, acts of God & the acts or omissions of shooters or others who may be at, on, or near, PFG, whether with or without permission of PFG. I agree to indemnify and hold PFG harmless for any injuries. I hereby consent to receive medical treatment and be responsible for the payment of same, which may be deemed advisable in the event of injury, accident and/or illness during the activities at PFG.
- 2. I understand there will be other persons shooting, and/or carrying firearms at **PFG** and I agree to act prudently and carefully to avoid causing them any injury. I certify that I am or will be familiar with the safe use and operation of any firearms I may use while at **PFG**. I have read and I am familiar with the rules of shooting and firearm safety, as well as the specific shooting range rules of **PFG** (copies available). On behalf of myself, my estate, my heirs, and assigns, I hereby release **PFG**, their BOD, employees, agents, representatives, assigns, members, instructors and volunteers from any and all liability regardless of cause, including injuries due to negligence, up to and including death, or property damage or theft I may suffer because of my presence and participation in activities at **PFG**, which may be caused by my own or others' negligence. I specifically release **PFG** for myself, my heirs and assigns from liability for any personal injury, death, disability, and acts and/or omissions of whatsoever kind and nature including, but not limited to, those caused by negligence including, those acts and/or omissions of other participants or persons at the **PFG** shooting range(s).
- 3. I understand that both commercial and non commercial still, audio/video and/or motion picture photography may occur during my presence on **PFG** property and as long as I am in the general area, I may be incidentally included in such photography. Should I wish to be excluded from such photography, I understand that it is my responsibility to be aware of photographic activity and remove myself from the area or event being photographed or recorded. Absent such action on my part, I hereby grant **PFG**, its agents, volunteers, sponsors, beneficiaries, heirs and assigns the right to use my photographic image and video recording(s) in the promotion of the shooting sports or **PFG** in general as it chooses in its sole discretion without compensation.
- 4. If any portion of this release is found to be invalid, the offending portion shall be stricken and the remainder shall remain binding upon the signatory, and in full force and effect. By signing this RELEASE, I hereby waive my right to jury trial and agree to be subject to binding arbitration according to the AAA rules
- 5. I hereby certify that I am not prohibited from possessing, selling, owning or transferring firearms under State or federal law: I (A) have not been convicted of a felony that has not been annulled or expunged; or (B) have not been convicted of a violation of 18 U.S.C. § 922 that has not been annulled or expunged; and (C) am not a member of an organization that advocates the violent overthrow of the United States Government and that I am not barred by any law from the possession, use, or control of firearms.

I Have Read the Above LIABILITY RELEASE and Understand and Agree to its Contents

Printed Name ***	Signature		Date				
PRINT Mailing Address	City	State	Zip Code	Phone Number			
Name of Minor (print)	t or legal guardian signature						
***I hereby swear or affirm that I am the lawful guardian of the above listed minor, and have the lawful authority to sign this RELEASE on his/her behalf.							

This release shall remain in full force and effect so long as I am a member of PFG, or a user of its facilities, or as a guest on its property with no expiration for time or other reasons.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation at the range. I represent that I am physically fit and have no medical, psychological, or other condition which would prevent my full participation at the shooting range. I further represent that I am under no kind of restraint against the possession or use of a firearm, including any sort of domestic violence restraining order and that I am legally free to own, posses, transfer and handle firearms.

GUESTS must be accompanied by a member. I am a guest of:	Ken Allen	Member#4053	<u>R</u>	
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