

ANNUAL ACKNOWLEDGEMENT OF RISK, RELEASE AND INDEMNITY AGREEMENT ("AGREEMENT")

** indicates required field*

I, , hereby acknowledge that I have voluntarily applied to enter on to and to engage in or to observe shooting and other activities at the McDowell County Shooting Range (the "Range"). I further acknowledge and understand that "shooting and other activities" includes any and all activities of any kind whatsoever in which I engage or observe while at the Range, whether sponsored by the Range or not.

I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury to myself or others. The risks include but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities.

*INITIAL:

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature of and condition of the Range facilities, premises, and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on to the Range, in using Range facilities and in engaging in or observing any activities of any kind whatsoever while at the Range. The hazards include, but are not limited to: slippery, loose, or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads I understand that such hazards and risk cannot be eliminated without compromising the essential qualities of the Range facilities.

*INITIAL:

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the Range has no duty to undertake first-aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

*INITIAL:

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THE RANGE makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any Range facilities or equipment, including but not limited to: eye/hearing protection and first-aid supplies.

**INITIAL:*

As lawful consideration for being permitted by the McDowell County Shooting Range to enter on the range, use range facilities, or equipment and to engage in or observe shooting and other activities at the range, I agree as follows:

I expressly agree to accept and assume any and all risks existing on the range and in entering on the range and in using range facilities or equipment and in engaging in or observing shooting and other activities at the range.

**INITIAL:*

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE the McDowell County Shooting Range, McDowell County, or North Carolina Wildlife. The McDowell County Shooting Range, McDowell County, and North Carolina Wildlife include any and all officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of the McDowell County Shooting Range (collectively "The Range"). Further, I, my next of kin, heirs, guardians, representatives, and assigns hereby release, discharge and hold the Range harmless from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever for any property damage, personal injury, or death. I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE "The Range" even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first aid or rescue operations or procedures, by the Range.

**INITIAL:*

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the Range from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, or anyone else may have for property damage, personal injury, or death, whether suffered by me, or by anyone else resulting from my entering on the Range,

using Range facilities or equipment, or engaging in or observing shooting and other activities at the Range, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability resulting partially or wholly from any act or acts even any negligent act or omission to act, including negligent or omitted first-aid rescue operations or procedures by the Range.

**INITIAL:*

I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of North Carolina, and that the venue of any action or proceeding shall be McDowell County, North Carolina without regard for the conflict of law rules of the State of North Carolina.

**INITIAL:*

I ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision is held to be invalid or void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect.

**INITIAL:*

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I enter on the Range, use Range facilities or equipment or engage in or observe shooting and other activities at the Range.

**INITIAL:*

I have read and understand the range rules and viewed the safety training video.

**INITIAL:*

I further represent and warrant that I may lawfully possess firearms and ammunition and that I have no medical, physical or mental conditions that could compromise my safety or the safety of others while entering upon or using the range for any purpose.

INITIAL OR PARENT'S LEGAL GUARDIAN INITIAL FOR MINORS:

**INITIAL:*

I hereby grant my permission to The McDowell County Shooting Range to use any media (meaning photographs or videos) collected of me during the course of my

activities at The McDowell County Shooting Range. This use extends to any legal use of such media, meaning any use that is not defamatory or obscene. I understand that by granting this permission to the McDowell County Shooting Range, I am specifically waiving my right to any publicity claim that would otherwise arise under the laws of North Carolina, federal law, or any other law. I waive this right in consideration for the opportunity to participate in activities at the McDowell County Shooting Range.

**INITIAL:*

I have carefully read this “Acknowledgment of Risk, Release, and Indemnity Agreement” and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and a Range officer.

**INITIAL or PARENT LEGAL GUARDIAN INITIAL FOR MINORS:*

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE “THE RANGE” AND ALL OF ITS AFFILIATES AND RELEASING AND HOLDING THEM HARMLESS OF ALL LIABILITY.

Signature / Date