

ORIGIN SHOOTING WAIVER
ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY AGREEMENT
("AGREEMENT")

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 ORIGIN SHOOTING CLUB located in High View, WV. (the "CLUB"). I further acknowledge and understand that "shooting and other activities" includes, but is not limited to firearms training under the direction of ORIGIN SHOOTING LLC and any and all activities of any kind whatsoever in which I engage or observe while at the CLUB

_____ INITIALS

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, including paralysis or death, of myself or of other persons. 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/training activities.

_____ INITIALS

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the CLUB 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 CLUB, in using CLUB facilities and in engaging in or observing any activities of any kind whatsoever while at the CLUB. The hazards include, but are not limited to: slippery, loose or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads; poisonous or dangerous plants, reptiles, insects and other animals; and falling trees and tree branches. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the CLUB facilities, equipment, premises and environment.

_____ INITIALS

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT as a participant/observer in the shooting and other activities at the CLUB, including training events conducted under the direction of an instructor, I agree to obey all directions and instructions issued by the instructor. I understand that failure to adhere to such directions may result in my immediate and complete removal from the directed training event.

_____ INITIALS

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT that I may withdraw my consent to observe/participate in the directed training event at any time by notifying any member of the instructor staff. I further understand that such withdrawal of consent after having given it will require my exclusion from any and all further shooting and other activities, including but not limited to training events.

_____ INITIALS

I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the CLUB 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.

_____ INITIALS

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

_____ INITIALS

As lawful consideration for being permitted by the CLUB to enter on to the CLUB, to use CLUB facilities or equipment and to engage in or observe shooting and other activities at the CLUB, as either a Member or a Guest, I agree as follows:

_____ INITIALS

I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE CLUB AND IN ENTERING ON TO THE CLUB AND IN USING CLUB FACILITIES OR EQUIPMENT AND IN ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE CLUB.

_____ INITIALS

I AGREE to assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of my Guests at the CLUB (I understand that "my Guests" includes any and all persons who enter on to the CLUB, use the CLUB facilities or engage in or observe shooting and other activities at the CLUB as a result of my invitation, permission or consent). I agree that I will ensure that each of my Guests read and sign an "Acknowledgement of Risk, Release & Indemnity Agreement."

_____ INITIALS

I AGREE to abide by all CLUB Rules, and to ensure that my Guests do so as well.

_____ INITIALS

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE THE CLUB, (I understand that the "CLUB" includes any and all officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations that have any interest in the CLUB.) from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from me or my Guests entering on to the CLUB, using CLUB facilities or equipment, or engaging in or observing shooting and other activities at the CLUB, 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 CLUB, ITS EMPLOYEES, AGENTS AND/OR ASSIGNS

_____ INITIALS

I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the CLUB (I understand that the "CLUB" includes any and all officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations that have any interest in the CLUB.) 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, my Guests, or anyone else, may have for property damage, personal injury or death, whether suffered by me, by my Guests, or by anyone else, resulting from me or my Guests entering on to the CLUB, using CLUB facilities or equipment, or engaging in or observing shooting/training and other activities at the CLUB, 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 CLUB.

_____ INITIALS

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

_____ INITIALS

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

_____ INITIALS

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 and shall be applicable to each and every occasion that I or my Guests enter on to the CLUB, use CLUB facilities or equipment or engage in or observe shooting and other activities at the CLUB.

_____ INITIALS

I have carefully read this "Acknowledgement of Risk, Release & 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 by an authorized agent of the CLUB.

_____ INITIALS

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE THE CLUB, ITS OWNERS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SUCCESSORS, AGENTS AND/OR ASSIGNS AND RELEASING AND HOLDING HARMLESS THE CLUB, ITS OWNERS, OFFICERS, SHAREHOLDERS, EMPLOYEES, SUCCESSORS, AGENTS AND/OR ASSIGNS OF ALL LIABILITY.

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

_____ SIGNATURE OF LEGAL GUARDIAN
(if participant is a minor)