RECORD RANGE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Your Printed Name: _____ _____ _____ Your age: _____
FIRST M.I. LAST

Phone: (____|____|____) - |____|____|____| - |____|____|____|____| E-mail: _____

Mailing Address Street: _____

City _____ State _____ ZIP Code: |____|____|____|____|____|

In consideration for permitting me (and where applicable my minor children) access to and use of the Shasta County Peace Officers Association shooting range (collectively hereinafter "Record Range"), a firearms range located at 9880 Record Range Road, Redding, CA, (the "Premises"), to participate in self-administered or instructor-administered live ammunition firearms activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

_____ Initial Here — HEREBY ACKNOWLEDGE that firearms and firearm ammunition may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting including, but not limited to: loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises, and I acknowledge that others are present. I also acknowledge the presence on the Premises of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises.

_____ Initial Here — With these facts in mind, I VOLUNTARILY ASSUME ALL RISK OF INJURY to my person and property, and WAIVE the right to bring any and all claims against Record Range, or its officers, directors, members, employees, agents, administrators, successors, and assigns (hereinafter collectively the "Related Parties") from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense, arising out of or in any way connected with my participation in firearm activities on or appurtenant to the Premises, except as to Record Range's, willful, intentional or criminal acts. I will not take any legal action contrary to this RELEASE OF LIABILITY. I also agree to be responsible for, furnish, and wear at all times on the Premises appropriate eye and ear protection. And I further agree to not consume alcohol or drugs prior to or during the use of firearms.

_____ Initial Here — I further WAIVE for myself and for my executors, legal representatives, successors, heirs, and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against Record Range and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with use of the Premises and for any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby EXPRESSLY RELEASE Record Range and all the Related Parties from any and all such claims and liabilities.

_____ Initial Here — I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms, and the firing of live ammunition. I acknowledge that I understand that firearms are inherently dangerous, and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in range or firearms training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of Record Range or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, is located in a rural and unimproved area, and that natural features of the Premises and wildlife thereon may pose additional hazards, which include, but are not limited to, rocky terrain, dirt and mud, poisonous plants, ticks, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises.

_____ Initial Here — I acknowledge having read and agree to comply with the Range Safety Rules that have been appended to this agreement. I further understand that Record Range has the right to inspect any firearms, ammunition, accessories, case, bag, or equipment I bring onto the Premises upon request. I further agree to obey all other posted or communicated safety and range rules and obey all instructions by the Range Manager and Recor Range staff. I understand that failure to obey the Range Safety Rules, any rules or instructions I receive, or to allow inspection of items I have on the Premises may result in removal from the Premises, expulsion as a member the Shasta County Peace Officers Association, or other disciplinary and remedial action as the Board of Directors deems to be appropriate.

_____ Initial Here — I VOLUNTARILY AGREE TO EXEMPT and relieve Record Range and all the Released Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another, including releasing Record Range from liability for any claim I could assert based upon personal injury or death to a minor child whom I identify below. I also AGREE TO immediately DEFEND, INDEMNIFY, AND HOLD HARMLESS Record Range and any of the Released Parties from and against all claims, losses, damages, and costs (including attorney's fees and costs of suit) caused by, arising out of, or related to the actions of myself, any minors whom I identify below, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement or by operation of law. But for this agreement to defend, indemnify, and hold Record Range harmless, Record Range would not allow me, or the minors identified below entry onto the Premises or to engage in live ammunition firearms activities. Should Record Range or any of the Released Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE Record Range and any of the Released Parties for such fees and costs.

_____ Initial Here — I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or federal law. I understand that Record Range is further relying on this representation in allowing me access to the Premises. If I am furnished ammunition from Record Range, <u>I agree that I will not remove such ammunition from the Premises</u>.

_____ Initial Here — I am a parent or guardian of a minor or minors who is/are participating in firearms activities on the Premises. I agree to supervise all such minors in their use of the Premises while I am present, and when Record Range employees are not supervising such minors' use or activities in firearms training. The name of the minor or minors who is/are participating in firearms activities and/or firearms training with Record Range employees, and about whom my indemnity duties to Record Range also apply under this agreement, is/are:

_____ _____
MINOR'S NAME & AGE MINOR'S NAME & AGE

By signing, I hereby agree to the above conditions: _____ _____
YOUR SIGNATURE DATE