

WAIVER OF LIABILITY & RELEASE AGREEMENT

Pennsylvania and Ohio Rod and Gun Club, LLC ("P&O"), an Ohio limited liability company, allows members and their guests to use Premises for a wide variety of purposes. In consideration of and as a condition precedent to the undersigned, or any of his/her minor children (hereinafter individually and jointly referred to as "I"), having permission to use (referred to as the "Activity" as defined below) the land owned by or leased to P&O ("Premises") the undersigned does hereby agree to the following:

1. **ASSUMPTION OF RISK.** I understand that the Activity entails inherent risks of physical injury. I have been provided the opportunity to ask questions concerning the risks, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained by me as a result of participating in the Activity,

2. **LIABILITY RELEASE.** In consideration for P&O allowing me to participate in the Activity, I agree I will not sue P&O and I further discharge P&O, all of its current, former and future officers, employees, servants, agents, stockholders, affiliates, members, guests, landowners or persons in possession of the land upon which the Activity occurs, successors and assigns and all of their heirs, executors and administrators of and from all causes of action, actions, damages, claims, demands and joinders of any kind which I may have, now or in the future, have, claim or assert on account of all damages allegedly sustained by me, including, but not limited to, any and all actions, causes of action, damages, claims, demands and joinders as a result of or arising from any activities, events or occurrences related directly or indirectly to my Activity as a member or guest of P&O.

3. **INDEMNIFICATION.** I further agree to indemnify and hold harmless P&O, all of its current, former and future officers, employees, servants, agents, stockholders, affiliates, members, guests, landowners or persons in possession of the land upon which the Activity occurs, successors and assigns and all of their heirs, executors and administrators of and from any actions, causes of action, damages, claims, demands and joinders which arise directly or indirectly as a result of my Activity as a guest or member of the P&O, including attorneys' fees.

4. **EMERGENCY MEDICAL TREATMENT.** I grant P&O permission to authorize emergency medical treatment as it deems appropriate at my expense and agree that such action by P&O shall be subject to the terms of this Agreement. I understand and agree that P&O assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

5. **ACTIVITY.** The term Activity includes any use of the Premises, regardless of whether P&O has granted permission for a particular use.

I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws provision. I further agree that courts in Stark County, Ohio, shall be the sole forum for any lawsuits arising from the Activity or relating to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining terms of this Agreement shall not be affected thereby.

In signing this Agreement, I declare the terms of this Agreement have been completely and fully understood and voluntarily accepted by me for the purpose of making a full release of any and all claims as set forth above and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen (18) years of age.

Signed: _____ DATE: _____

Print Name: _____

Address: _____

Phone No.: _____