

**LEMOORE SPORTSMAN'S CLUB
WAIVER AND RELEASE OF LIABILITY**

WARNING: THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. CONSULT WITH AN ATTORNEY BEFORE SIGNING.
THE USE OF FIREARMS CAN BE DANGEROUS.

The participant hereby assumes all risks by agreeing to the following:

1. I represent that I am physically fit, and I have no medical, psychological, or any other condition, which would prevent or inhibit my use of the range, facility, or premises¹.
2. I acknowledge and understand that shooting activities are inherently hazardous and involve both anticipated and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or other persons. These 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. Pregnant and nursing women enter at their own risk.
3. I further understand and accept all risks of discharging or being around the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, of whatsoever kind and nature, which I might incur as a result of entering the range, facility, or premises.
4. I accept all responsibility and liability for any act or acts, even negligent, reckless, or criminal act or omission, of my Guests at the Facility or Premises (I understand that "my Guests" includes any and all persons who enter the Facility or Premises, use the Facility or Premises, or engage in or observe shooting or other activities at the Facility or Premises as a result of my express invitation, permission, or consent).
5. I understand that both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc. makes no warranty as to the design, manufacture, condition, or fitness of the Facility or Premises, or the equipment, including but not limited to: any lane barriers, baffles, berm, firearms, ammunition, eye/hearing protection, and/or first aid supplies.
6. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.
7. In consideration of being permitted to use the range, facility, or premises, I agree to assume full responsibility for any and all risks, injuries, or damages, known or unknown, which I might incur as a result of my use of the range, facility, or premises.
8. **In further consideration of being permitted to use the range, facility, or premises, I, my legal heirs, executors, administrators, next of kin, successors, or legal representatives knowingly, voluntarily, and expressly WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS, both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., and its agents, owner, facilities owner, officers, members, directors, shareholders, instructors, employees, volunteers, or representatives from any and all injuries or damages of whatsoever kind and nature that I may sustain as a result of my use of the range, facility, or premises, or of direct or indirect use of the range, facility, or premises.**
9. **Further, I COVENANT NOT TO SUE both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., or its agents, facilities owner, owner, officers, members, directors, shareholders, employees, instructors, volunteers, or representatives from any and all injuries or damages of whatsoever kind and nature that I may sustain as a result of my use of the range, facility, or premises, or of direct or indirect use of the range, facility, or premises.**
10. I certify there are no laws that prohibit me from owning a firearm. I further certify that there is no law or order that prevents me from being in possession of, handling, or using a firearm.
11. I agree that any provisions of this release are held to be invalid, nevertheless, the balance of the release shall continue in full force and effect.
12. I agree not to seek to hold both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., its agents, owner, facilities owner, officers, members, directors, shareholders, instructors, employees, volunteers, or representatives liable for slander and/or libel as part of being removed from the range, facility, or premises.
13. I agree that if the Range Safety Officer and/or Caretaker believes that I am or will be unsafe or dangerous, the Range Safety Officer and/or Caretaker will remove me from the range, facility, or premises with no refund. I also agree not to seek to hold both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., its agents, owner, facilities owner, officers,

¹ The Facility or Premises refers to the Facility or Premises where the range or shooting activity is located. (23310 Elgin Ave. Lemoore, CA 93245)

members, directors, shareholders, instructors, employees, volunteers, or representatives liable for slander and/or libel as part of being removed.

14. I understand that photos and video, including some of me, may be taken during my use of the range, facility, or premises. I grant permission to both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., its employees, agents, representatives, and volunteers the irrevocable right to reproduce the photographs and/or video images taken of me, members of my family, and/or my guests for the purpose of publication, promotion, illustration, training, advertising, or trade, in any manner or in any medium. I hereby release both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., its employees, agents, representatives, and volunteers from all claims and liability relating to such images or video. Further, I grant permission to use my statements that were given during the course, class, or instruction, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to compensation related to the same.
15. I agree to accept financial responsibility for the repair of any EQUIPMENT that I rent, borrow, or use that is owned by both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., and/or its legal representatives in the event that damages were directly caused by me whether or not damages were accidental or purposeful.
16. I agree to accept financial responsibility for any and ALL damages and/or injuries that happen as a result of my use of the range, facility, or premises whether or not the damages and/or injuries were accidental or purposeful.
17. **I agree to DEFEND and INDEMNIFY both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., and/or its legal representatives, its agents, owners, officers, members, instructors, employees, volunteers, or representatives in the event that any claim(s) is/are asserted and/or any lawsuit(s) filed by me, my next of kin, heirs, guardians, representatives, assigns or any other person claiming by, through, or under me completely, both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., and/or its/his legal representatives, its agents, owners, officers, members, instructors, employees, volunteers, or representatives from any and all injuries and damages that I may sustain as a result of me entering the range, facility, or premises owned or operated by both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc., and/or its legal representatives, using both Lemoore Sportsman's Club, Inc. and Lemoore Sportsman's Club, Assoc. facilities or equipment, or engaging in or observing shooting range activities.**
18. **I have read and agreed to abide by all range rules and regulations of Lemoore Sportsman's Club. I understand that any infraction of said rules by myself and/or my guests may result in immediate revocation of membership without refund of any kind. I understand that serious offenses will be reported to the Kings County Sheriff's office.**

By signing, you are agreeing that the information you provided is valid, correct, and legally binding.

I have carefully read this "WAIVER AND RELEASE OF LIABILITY" and fully understand and know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration for signing this Agreement which I sign voluntarily and of my own free will.

Participant Name (Print): _____ Date: _____

Participant Signature: _____

Participant DOB: _____ / _____ / _____ DL or ID # and Issuing State: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Spouse/SO: _____ Spouse/SO Phone: _____

Emergency Contact & Phone (if different than Spouse/SO): _____

REGARDING MINORS: I, the legal parent/guardian of the Participant, hereby agree to the above on behalf of the Participant.

Parent/Guardian Name (Print): _____ Date: _____

Parent/Guardian Signature: _____

-----FOR OFFICE USE ONLY-----

MEMBER NUMBER _____

BARCODE _____