

HAMILTON AND WENHAM ROD AND GUN CLUB, INC.
MEMBER/GUEST RELEASE AND INDEMNITY REQUIREMENTS

All members and guests of the Hamilton and Wenham Rod and Gun Club, Inc. must agree to and acknowledge in writing the following requirements prior to and as a condition of the enjoyment of the privilege of the use of the range facilities of the Hamilton and Wenham Rod and Gun Club, Inc.:

I/we, hereby release the **Hamilton and Wenham Rod and Gun Club, Inc.**, its officers, trustees, members, and their agents, employees and attorneys, and those other organizations affiliated with the Club or allowed by the Club to use any of its ranges or facilities (hereinafter, collectively and individually the "Club") from any and all liability, loss, damage, costs, and/or causes of action, including but not limited to all claims for bodily or personal injuries, death or property damage ("claims") arising out of my/our participation in any firearms (meaning rifle, shotgun or handgun) or archery safety or training course taught by anyone at the Club or arising out of my/our participation in or attendance at any organized shooting or archery match or competition at the Club premises or arising out of my/our informal use of the facilities (ranges) of the Club or my/our presence during such course, competition or informal use by any other person. I/We specifically understand that said activities include the operation and use by the undersigned and/or others of firearms and ammunition, archery equipment, range equipment, targets and related devices and materials. This Release is given on behalf of myself/ourselves, my/our heirs, successors, executors, administrators and assigns. In the event that I/we am signing on behalf of a minor, I/we hereby certify that I/we am/are the parent(s) and/or legal guardian(s) of said minor. In the event that I am signing on behalf of a group of persons (whether another club, an association, or another form of an entity) I hereby certify that I have been duly authorized to sign on behalf of said entity and each of its members using the Club's facilities and I have indicated my title next to my signature. Furthermore, I/we acknowledge that:

a) Prior to the actual handling or use of any handgun, rifle, shotgun, ammunition, archery equipment, range or related equipment, I/we have received instruction on the use of all such firearms and equipment to be used in the activity by myself/ourselves or others, that I/we am/are familiar with such firearms and equipment to be used in the activity, including but not limited to firearms to be used in any safety or training course, and fully understand their use and function, I/we have been provided with and have read the manufacturer's instructions included with each such item. I/we HAVE READ AND UNDERSTAND

THE NRA "TEN COMMANDMENTS OF SAFETY" AND THE "HAMILTON AND WENHAM ROD AND GUN, INC.'S RANGE AND SAFETY RULES."

b) I/We agree to hold harmless and indemnify the Club and its officers, directors, members and their agents, employees and attorneys, including said Trustees, from any and all such claims related to my/our participation in or attendance at any such activity and/or the use of any such firearms, ammunition, equipment or related items.

c) I/We understand that there are inherent risks of personal injury to myself/ourselves and/or others involved in the use of firearms, ammunition, equipment and related items, including but not limited to target launchers and clay targets in shooting and arrows in archery, and I/we freely and voluntarily assume and accept those risks.

d) I/We hereby release the Club and its officers, directors, members and their agents, employees and attorneys, including said Trustees, from any and all liability for bodily or personal injury, death or property damage to myself/ourselves or to any person or property resulting from the design, selection, installation, maintenance, construction, adjustment, supervision or use of the Club's facilities (including but not limited to the firing ranges) and/or the firearms and/or ammunition and/or archery and/or other equipment used in such activities, including but not limited to any claim based upon negligence, breach of warranty, failure to warn, product liability or defect, contract or other legal theory. I/We accept and assume for myself/ourselves, my/our heirs, administrators, executors and assigns, the full responsibility for any and all such damage, injury or death that may result.

e) I further agree to indemnify the Club and to hold the Club harmless against and from any and all claims by any third party that may arise from, relate to or result from my/our acts and/or omissions while on Club premises. Included in this agreement are the costs incurred by the club (including, but not limited to, attorneys fees, costs and damages) relating to any claim arising from, relating to or resulting from my/our acts and/or omissions while on Club premises.

This agreement is governed by the applicable laws of the Commonwealth of Massachusetts, If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

HAMILTON AND WENHAM ROD AND GUN CLUB, INC.

MEMBER/GUEST RELEASE AND INDEMNITY AGREEMENT

I, _____, hereby represent and affirm that I have read and understand the "Hamilton and Wenham Rod and Gun Club, Inc. Member/Guest Release and Indemnity Requirements" posted at this range, and agree to be bound by their terms.

Dated: _____
MM/DD/YYYY

Signature

Print Name

Witness