



**ASSUMPTION OF RISK, INDEMNITY AND LIABILITY
WAIVER AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE**

In consideration of being permitted to enter and use the facilities of Prescott Gun Club, LLC. (hereinafter “Prescott Gun Club”), including, but not limited to the use and discharge of firearms at its range, the use and discharge of rental firearms provided by Prescott Gun Club at its range, and training, classroom instruction or other services provided by Prescott Gun Club or its employees, representatives or agents, I hereby represent, warrant and agree that:

(A) I have not been convicted of a felony and am not currently prohibited by law or otherwise from owning, using or possessing a firearm and that I am experienced and skilled in the proper handling, loading, use and discharge of all firearms and ammunition I intend to use at the range. I understand that Prescott Gun Club is specifically relying on the truth of my representations concerning my experience with firearms in permitting me to use its range and equipment. I understand and agree that if I am in any way unfamiliar with the proper handling, loading, use and/or discharge of firearms or ammunition which I intend to use at the range, Prescott Gun Club will provide me, at my expense, with instruction for the proper handling, loading, discharge, use and safety procedures while at Prescott Gun Club and its range.

(B) I know that the sport of firearms shooting can result in injury, life threatening or life altering changes or death if I participate in this sport. I am voluntarily participating in the activities conducted at the Prescott Gun Club facility, and I sign my name below as acceptance of these risks. I am aware that in addition to the usual dangers and risks inherent in the sport of firearms shooting, certain additional dangers and risks are present, including, but not limited to ricochets from bullets and fragments, accidental discharge of firearms by myself or others and hearing and eyesight injuries from failing to use proper eyesight and hearing protection or other unknown or unforeseen risks. I can choose not to sign this Agreement and choose not to participate in the activities. I agree that I freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. I understand there are risks associated with these activities, and I assume the risk of any injuries that I or my child ward may sustain during any of these activities.

(C) I will not use any armor piercing, tracer or hot load ammunition while at the Prescott Gun Club range or facilities, will immediately comply with all range master instructions and will be responsible for any injury, damage (whether to persons or property) or death due to my actions (whether intentional, unintentional, wilful or negligent) or participation in the activities at Prescott Gun Club and its range. I agree that I will always use eye protection and hearing protection while engaged in the activities in the range and that Prescott Gun Club will provide me with eye and hearing protection free of charge if I do not have such items.

I, ON BEHALF OF MYSELF, AGENTS, ASSIGNS, HEIRS, SURVIVORS, EXECUTORS OR ADMINISTRATORS, HEREBY AND FOREVER RELEASE AND DISCHARGE PRESCOTT GUN CLUB, ITS MEMBERS, GUESTS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS, DIRECTORS AND ASSIGNS FROM ALL LIABILITIES, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR INJURIES AND DAMAGES ARISING OUT OF

MY USE OF THE RANGE OR MY PRESENCE AT THE RANGE, INCLUDING, BUT NOT LIMITED TO LOSSES CAUSED BY (1) THE NEGLIGENCE OF PRESCOTT GUN CLUB AND/OR ITS EMPLOYEES, MEMBERS, VOLUNTEERS OR AGENTS; OR (2) RICOCHETS OR BULLETS OR FRAGMENTS; OR (3) THE ACTS OR OMISSIONS OF THIRD PARTIES, OR (4) HIDDEN, LATENT OR OBVIOUS DEFECTS OF THE RANGE FACILITIES, INCLUDING, BUT NOT LIMITED TO THE BULLET TRAPS AND ASSOCIATED COMPONENT PARTS OF THE RANGE.

_____ (initials)

I AGREE TO NOT TO SUE AND TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE PRESCOTT GUN CLUB, ITS ELECTED AND APPOINTED OFFICERS, AGENTS, EMPLOYEES, MEMBERS, GUESTS AND VOLUNTEERS FROM ANY AND ALL LAWSUITS, DAMAGES, CLAIMS, JUDGEMENTS, LOSSES, LIABILITY OR EXPENSES ARISING OUT OF (1) THE DEATH OR PERSONAL INJURY OR PROPERTY DAMAGE TO MYSELF OR MY CHILD WHICH MAY BE SUSTAINED WHILE USING PROPERTY OR EQUIPMENT OWNED BY OR UNDER THE CONTROL OF PRESCOTT GUN CLUB, OR WHILE PARTICIPATING IN ANY ACTIVITY SPONSORED BY PRESCOTT GUN CLUB, OR (2) ANY DEATH OR INJURY WHICH RESULTS OR INCREASES BY ANY ACTION TAKEN TO MEDICALLY TREAT ME OR MY CHILD. ALL OF THE TERMS ABOVE SHALL APPLY WHETHER OR NOT CAUSED BY THE ALLEGED NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OR ANY ACTS OR OMISSIONS OF PRESCOTT GUN CLUB, OR ANY OF ITS EMPLOYEES, OFFICERS, AGENTS, OR VOLUNTEERS. _____ (initials)

I have read, understand and approve this Release from Liability. If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this Release, the assumption of risk and its significance has been explained and understood and that I hereby declare, under penalty of perjury, that I am the parent or legal guardian of any minor participant. If any provision or term of this Agreement is held to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

I HAVE READ THIS ASSUMPTION OF RISK, INDEMNITY AND LIABILITY WAIVER AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND ASSUMPTION OF THE RISK TO THE GREATEST EXTENT ALLOWED BY LAW.

Applicant's Name: _____

Applicant's Address: _____

Date of Birth: _____

Age: _____

Signature of Participant

Signature of Parent/Guardian
(if Participant is a Minor)

Date: _____

Date: _____