



# Hi-Desert Rod & Gun Club, Inc.

## Release and Hold Harmless Agreement

I (print your name) \_\_\_\_\_ presently residing at (Street address) \_\_\_\_\_, (City, State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_, being above the age of 18 years and the legal guardian of (the "Minor") \_\_\_\_\_, on behalf of myself and the Minor, in consideration of the rates charged and the right to enter and use the facilities and services of (the "Company") the Hi-Desert Rod & Gun Club, Inc., do hereby enter in this (this "Agreement") Release and Hold Harmless Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and consent and agree that:

\_\_\_\_ (Initial) 1. **Acknowledge of Danger.** I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I therefore engage in such activities voluntarily and at my own risk.

\_\_\_\_ (Initial) 2. **Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to myself and others, and assume any and all responsibilities and liabilities pertaining and otherwise engaging in sport shooting. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others without limitation or qualification. There have not been any express or implied representations to you on behalf of the "Company" except as set forth in this "Agreement."

\_\_\_\_ (Initial) 3. **Physical and Mental Condition.** I acknowledge that at the time of signing this "Agreement," I am in sufficient physical and mental condition to engage in sport shooting on this range.

\_\_\_\_ (Initial) 4. **Condition of Equipment.** I have, prior to engaging in any sport shooting at the "Company," determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by this "Agreement."

\_\_\_\_ (Initial) 5. **Comprehensive Release.** I do hereby, on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge the "Company," the "Company's" successors, assigns, owners, shareholders, directors, officers, employees, agents, representatives, attorneys, independent contractors, subsidiaries, and affiliates and each and persons acting by, through, under or in concert with any of them (collectively, "Released Parties"). I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for controversy resolution or otherwise seek contingent, including without limitation, wrongful death, and any and all personal injuries, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the "Company" and my sport shooting on or about the "Company's" premises and/or facilities. This Release shall pertain to any claims which were known or unknown, anticipated or unanticipated at the time of the execution of this "Agreement," including any information of any nature which, if known by me on the date of execution of this "Agreement," may have materially affected my decision to execute this "Agreement" and specifically this Release.

**PLEASE SIGN BACK SIDE**



## Hi-Desert Rod & Gun Club, Inc.

\_\_\_\_ (Initial) 6. **WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.** I acknowledge and agree that by reason of the Release set forth in paragraph 5 above, I am assuming all risk of bodily injury, death or property damage and all other unknown and unanticipated claims, and I agree that my Release of all Released Parties contained in this Release applies, thereto. In connection therewith, I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code, which reads as follows. "A General Release does not extend to claims which if known by him must have materially affected his settlement with the debtor."

\_\_\_\_ (Initial) 7. **Indemnity.** I hereby indemnify, without qualification or limitation, the Release Parties and defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this "Agreement."

\_\_\_\_ (Initial) 8. **Governing Law; Attorney's Fees.** This agreement shall be governed by, and construed in accordance with the laws of the State of California. Should any party hereto institute any action or proceeding against the other party at law, or in equity, or in connection with an arbitration, in connection with this "Agreement," the prevailing party from such action shall be entitled to recover from the losing party or parties all attorneys' fees and costs for service rendered to the prevailing party in such action or proceeding.

\_\_\_\_ (Initial) 9. **Additional Regulations.** I have read and understand, and I agree to follow the regulations set forth in the separate document entitled "Hi-Desert Rod and Gun Club Safety Rules," a copy of which has been provided to me by the "Company." I also understand that hearing and eye protection (even while using a scope) are mandatory at all "Company" shooting areas for all persons at all times. I agree that I will not fire or discharge any firearm or gun except in areas so designated by the "Company."

Where my initials appear above, I acknowledge that I have read, understood, and agreed to provision beside those initials. In addition, my signature below indicates that I have read this entire "Agreement," I understand it completely, and agree to be bound by its terms. If this "Agreement" is being executed by me as a legal guardian on behalf of a person under the age of 18 years, then all provisions of this "Agreement" shall pertain to the undersigned and the Minor.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_