

PENSACOLA RIFLE AND PISTOL CLUB, INC.

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS IS A LEGAL AGREEMENT. READ IT CAREFULLY BEFORE SIGNING.

1. I wish to watch and/or participate in certain activities including, but not limited to target shooting, the use of firearms and other shooting sports (the "Activities") on property owned, leased or licensed by Pensacola Rifle and Pistol Club, Inc., a Florida Not-For-Profit Corporation, ("PR&PC") located in Escambia County, Florida. I agree as a precondition to my participation in any Activities and/or my being present when such Activities occur either organized by PR&PC or conducted on PR&PC's property and in further consideration of PR&PC allowing me to do so, to be strictly bound by the terms of this Assumption of Risk, Release of Liability and Hold Harmless Agreement.
2. I understand and accept that my participating in any of the Activities, and/or my being present when such Activities occur exposes me to many risks and dangers. Some of the risks include, but are not limited to:
 - the known hazards of firearms and shooting sports in general, including but not limited to malfunctions of firearms or ammunition, failure or misuse of any equipment whether owned or maintained by PR&PC or otherwise, explosions, or contact with projectiles, all of which can result in traumatic physical damage to the face, head, chest, neck, or other bodily injury, or death;
 - the hazards of self-inflicted wounds by firearms;
 - the hazards of misuse of firearms by myself and others, including injury or death resulting from firearm discharge;
 - physical pain and bruising of the arm, face, cheek, chest, or shoulder area caused by firearm recoil;
 - hearing damage resulting from the nonuse or improper use of hearing protection;
 - eye damage resulting from the nonuse or improper use of eye protection;
 - the hazards resulting from the exposure to lead and other materials used in shooting sports.
3. I understand and accept that these risks expose me to the following and other consequences: death, blindness, loss of hearing, severe burns, serious neck, spinal or other bodily injuries which may result in complete or partial paralysis, brain damage, serious injury to my musculoskeletal system and serious injury to other aspects of my general health and well being. I also understand that the risks in participating in the Activities, or being present when the Activities occur, include not only the foregoing physical injuries, but also impairment of my future abilities to earn a living, to engage in business, social and recreational activities, and generally to enjoy life.
4. Understanding the risks mentioned above, and understanding that the Activities or being present when the Activities occur may subject me to rigorous physical exertion, I hereby state that I am mentally and physically fit to participate in these Activities and/or to be present when these Activities occur.
5. IN CONSIDERATION OF MY BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES OR TO BE PRESENT WHEN THE ACTIVITIES OCCUR, AND AS A CONDITION OF THE RIGHT TO PARTICIPATE IN THE ACTIVITIES AND TO BE PRESENT WHEN THE ACTIVITIES OCCUR, I PERSONALLY ASSUME ALL RISKS INCIDENT TO SUCH ACTIVITIES. I ALSO WAIVE, RELEASE AND FOREVER DISCHARGE PR&PC AND ITS AFFILIATES, EMPLOYEES, MANAGERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, STOCKHOLDERS, CONTRACTORS AND AGENTS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL ACTIONS, CLAIMS, INJURIES, LIABILITIES, LOSSES, DAMAGES OR COSTS OF ANY NATURE THAT MAY ARISE IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES OR MY BEING PRESENT WHEN THE ACTIVITIES OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR CAUSED BY SOME OTHER MEANS. I HEREBY AGREE NOT TO FILE SUIT AGAINST ANY OF THE RELEASEES. I AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS FROM ALL ACTIONS, CLAIMS, INJURIES LIABILITIES, LOSSES, DAMAGES OR COSTS OF ANY NATURE THAT MAY ARISE IN CONNECTION

WITH MY PARTICIPATION IN SUCH ACTIVITIES OR MY BEING PRESENT WHEN SUCH ACTIVITIES OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERS, OR CAUSED BY SOME OTHER MEANS.

6. I have not been required to participate in the Activities or to be present when the Activities occur. I have freely chosen to do so. I have been encouraged to wear eye and hearing protection at all times while on PR&PC property. Prior to signing this agreement, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and any questions I have had have been answered to my satisfaction. I further state that I am not a minor and am competent to sign this agreement.

7. This agreement shall be effective and equally binding upon me, my representatives, heirs, assigns, successors and next of kin, on a continuous basis beginning as of the date written below and shall cover and govern all Activities referred to herein.

8. If I invite, permit, allow or bring a guest onto PR&PC property, I agree to be responsible and legally liable for all of the guest's actions while on PR&PC property. I agree to indemnify, defend and hold harmless the Releasees for any and all actions, claims, injuries, liabilities, losses, damages or costs of any nature that may arise in connection with the guest participating in the Activities or being present when the Activities occur or in any other way related to the guest being on PR&PC property regardless of the cause. I further agree to indemnify, defend and hold harmless the Releasees for any and all actions, claims, injuries, liabilities, losses, damages or costs of any nature made by such guest or his or her assigns, successors, agents or representatives in any way related to the participation in the Activities, being present when the Activities occur or in any other way related to being on PR&PC property regardless of the cause.

9. I understand that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. If any portion or provision of this agreement is determined to be invalid, ineffective or unenforceable, the remainder of the agreement shall continue to be valid, effective and enforceable.

Signature Printed Name Date

Address City State Zip Code

Age Member Key 

Parents/Legal Guardians

10. **Parent/Legal Guardian Consent for Minor Child.** As the parent or legal guardian of _____, a minor child, I affirm and represent that I have the authority to act on said minor's behalf and, as such, do hereby give my consent for him/her to participate in the Activities or to be present when the Activities occur. I declare that that I have read and fully understand this entire agreement, and that by signing below I agree that all of the provisions of this agreement are equally binding upon me, my representatives, heirs, assigns, successors and next of kin, as they are upon said minor.

Signature of minor's parent or legal guardian Printed name Date

I **HAVE** READ AND UNDERSTAND AND BY SIGNING AGREED TO THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT CONTAINS A PROMISE NOT TO SUE, A RELEASE, AN ASSUMPTION OF RISK AND AN INDEMNITY.