

Carrick Sportsmen's Club

Waiver of Liability, Indemnification, and Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF THE CARRICK SPORTSMEN'S CLUB NOW OR ANY TIME IN THE FUTURE

I acknowledge that I am at least eighteen (18) years of age. I, and on behalf of my heirs, agents, assigns, beneficiaries, executors, and administrators, state that I understand that the activity that I have chosen to participate in (and/or observe) at the Carrick Sportsmen's Club, Inc. (hereinafter Carrick Sportsmen's Club) is very hazardous in that loaded firearms and weapons are discharged not only by myself but also by other Carrick Sportsmen's Club members, guests, and visiting public. I agree to read and abide by all of the Carrick Sportsmen's Club rules and policies and I also agree to assume any and all risks associated to and with the use of the facilities, including but not limited to: participation in Carrick Sportsmen's Club sponsored events, and the use and discharge of firearms and other weapons, accidental discharge of firearms and weapons and loss of personal property through misplacement, loss or theft while at Carrick Sportsmen's Club.

I, and on behalf of my heirs, agents, assigns, beneficiaries, executors, and administrators, for the consideration of being allowed to enter and use the facilities and services of Carrick Sportsmen's Club, and to observe any competitions or events, and for other valuable consideration, do hereby absolutely and unequivocally agree to release, indemnify and hold harmless, Carrick Sportsmen's Club and its officers, directors, members, and agents and their heirs and assigns from and against any claim whatsoever related to any activity conducted on Carrick Sportsmen's Club property including but expressly not limited to any claim which may arise out of any loss, damage, injury, or death which I may sustain, as well as any theft, unexplained disappearance or damage which may befall my property accompanying me (whether while en route to, during participation in, or during observation of the event(s), and while en route from any Carrick Sportsmen's Club event, or while on the Carrick Sportsmen's Club premises) where any of the Carrick Sportsmen's Club events occur, with the above use of facilities and services. **I VOLUNTARILY ASSUME ALL SUCH RISKS FOR MY FAMILY MEMBER(S), GUEST(S), AND MYSELF** (and,heirs, agents, assigns, beneficiaries, executor, and administrators).

I, on behalf of myself and all family members, agree to indemnify, release and hold harmless Carrick Sportsmen's Club, the Officers and Directors and Members of Carrick Sportsmen's Club, its agents, employees, instructors, assigns, and successors in interest from any and all damages caused by my use of the Carrick Sportsmen's Club property in any manner whatsoever including but expressly not limited to damages or personal injuries caused by my negligence and/or the negligence of minors or other persons that I have brought to Carrick Sportsmen's Club, and attorney's fees and costs to defend any and all claims brought against Carrick Sportsmen's Club, the Officers and Directors and Members of Carrick Sportsmen's Club, its agents, employees, instructor, assigns, and successors in interest resulting from my use of the Carrick Sportsmen's Club facilities or that of minors or other persons that I have brought to Carrick Sportsmen's Club.

I further acknowledge the right of Carrick Sportsmen's Club Officers or Range Officers (if any) to immediately terminate my participation in activities upon any failure of mine (or my guests) to fully comply with all Carrick Sportsmen's Club Rules, Policies and Operating Guidelines, and directions. I hereby affirm that I am under NO legal injunction that prohibits my owning, possessing, handling, or using any firearms or weapons.

By my signature below, I certify that I have read, understand, and agree to the terms and conditions of this Release and Waiver and the Carrick Sportsmen's Club Rules and Policies.

I also agree that I (and any minor(s) and/or guest(s) brought with me) will, at all times within the Carrick Sportsmen's Club property, wear appropriate eye and ear protection. It is intended that this Release and Waiver be valid for all visits to Carrick Sportsmen's Club upon my signature of this document for now and any time in the future.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. In understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

Member/Guest Acknowledgment

Print Name: _____

Signature/Date: _____

If user is under 18 years old: Parent/Guardian Consent

I, as parent or guardian of the above minor under 18 years of age hereby consent on behalf of said minor, to the terms and conditions of this instrument.

Parent/Guardian Signature/Date: _____