

# OAKDALE SPORTSMEN'S CLUB

## WAIVER OF LIABILITY, RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK AND HOLD-HARMLESS AGREEMENT FOR PARTICIPATION IN HAZARDOUS ACTIVITIES

I \_\_\_\_\_, for and in consideration of permission to enter onto the land and into the buildings and premises of the OAKDALE SPORTSMEN'S CLUB, (hereinafter O.S.C), for the purpose of firearms use, shooting of firearms, observing the shooting of firearms, and/or any and all purposes whatsoever; do voluntarily, unconditionally, and expressly, for myself, my heirs, executors, administrators and assigns, by this instrument forever:

1. Release, discharge, waive, and relinquish any and all actions or causes of action for personal injury, emotional distress, property damage, or wrongful death, and any other cause of action whatsoever, which may hereafter arise as a result of my engaging in, or being present at activities held on the land or in the buildings and premises of the O.S.C.; and
2. Promise and covenant not to sue; and hereby voluntarily release, waive, discharge, and relinquish any action(s) or cause(s) of action which may hereafter arise for myself and/or for my estate; and do further agree that under no circumstances will I or my heirs, executors, administrators, and/or assigns prosecute or present any claim for personal injury, emotional distress, property damage or wrongful death against O.S.C. or any of its officers, agent servants, members, guests, or employees for any cause of action whatsoever, whether the same arises by the negligence of any of said persons or otherwise; and
3. Agree that in the event any claim(s) for personal injury, emotional distress, property damage, or wrongful death shall be presented against O.S.C., and/or its officers, agents, servants, members, guests, and employees, including volunteers, for my benefit or that of my heirs, executors, administrators, or assigns, then I shall immediately indemnify and hold harmless the O.S.C. and/or its officers, agents, servants, members, guests, and employees, including volunteers, from and for and all such claims or causes of action whatsoever, by whomever or whatever made or presented including subrogation and/or derivative claims brought by any third party or insurer, which I may cause; and including, but not limited to claims for personal injuries, emotional distress property damage, and wrongful death.
4. I agree that the foregoing waiver, release and hold-harmless agreement is to be interpreted under the laws of the State of California, and that it is intended to be construed broadly, so as to provide a waiver, release and hold-harmless agreement to the maximum extent permissible under law; and that if any portion thereof is held invalid by a Court of competent jurisdiction, that the balance of the same shall continue in full legal force and effect.
5. I acknowledge that I have been fully and completely advised of the potential for serious accidents incidental to the engaging in, observing and being in the proximity of firearm activities, including the potential for death, personal injury, emotional distress and property

damage to myself and/or third parties. I understand and acknowledge that activities involving firearms and shooting involve the use of deadly weapons, and have inherent dangers that no amount of care, caution, instruction or expertise can entirely eliminate without jeopardizing the essential qualities of the activity. My participation in these activities is strictly voluntary, and I elect to participate in spite of these risks. I therefore expressly and voluntarily assume any and all risk of death, personal injury, emotional distress and property damage sustained while on the land and/or in the buildings and premises of the O.S.C. including the risk of passive or active negligence of the released parties, or latent, hidden or obvious defects in the equipment or premises used, and further expressly agree to assume all risks of loss, damage or injury whatsoever, that I or my property may sustain, and hereby release O.S.C. from any and all liability and negligence resulting in damage to property, personal injuries or death.

6. Should it be necessary to institute legal proceedings to enforce this agreement, I agree to pay all costs, plus reasonable attorney's fees connected with every aspect thereof.
7. I understand that this is a legal document, and that by signing this document I agree that if anyone, including myself is hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to present a lawsuit against the O.S.C. and/or its officers, agents, servants, members, guests, and employees, including volunteers, on the basis of any claim from which I have released them herein.
8. I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.
9. I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE READ THE ABOVE, AND VOLUNTARILY SIGN THE SAME, BEING AWARE OF THE LEGAL CONSEQUENCES THEREOF; THAT THE FOREGOING IS TRUE AND CORRECT; AND THAT THIS RELEASE WAS EXECUTED ON THE DATE FIRST BELOW WRITTEN, AT OAKDALE, CALIFORNIA.

Participant's Signature \_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_