

WAIVER, RELEASE and HOLD HARMLESS AGREEMENT

Please read carefully before signing. This is an indemnification of the Whitefish Rifle and Pistol Club and a release of liability and waiver of certain legal rights.

In consideration of my being a member of the Whitefish Rifle and Pistol Club (also known as the Whitefish Rifle and Pistol Club, Inc. and hereafter referred to as the WRPC), I agree to the following Waiver, Release and Hold Harmless Agreement. I acknowledge that my being present near discharging firearms of various types and caliber has certain inherent risks, hazards and dangers to anyone. These risks, hazards and dangers can be managed but never eliminated on an active shooting range facility, and in my understanding, includes in part and without limitation the following:

- (1) The risks associated with the of handling firearms and being near others who have firearms in their possession.
- (2) The risks of ear and eye damages: I understand that eye and ear protection is always required. Shooting without them is at my own risk and a violation of both range rules and common sense.
- (3) The risks associated with ammunition, bullets, bullet fragments, bounce backs or ricochets, clay targets or pieces thereof, shot pellets, rock fragments.
- (4) Risks of physical presence in rugged country, including, but not limited to, encounters with wildlife, animals and insects.
- (5) Risks associated with varying weather conditions, loss of footing from various ground obstacles, ice or snow, or low hanging roof clearances.

The Officers and Directors of the WRPC encourage the opportunity to discuss the above with them. I understand WRPC activities may require good physical conditioning and a degree of skill and knowledge, characteristics I believe I possess in order for me to participate in any activities safely. I understand I have the responsibility to exercise reasonable caution and safe gun handling practices at all times and to obey all written or posted rules or verbal commands of range officials of the WRPC whose services and equipment and facilities I use voluntarily and with full knowledge of the inherent risks, hazards and dangers involved, and hereby assume and accept all risks of injury paralysis or death.

In consideration of being a member of the WRPC and/or competing in, participation, or simply observing or attending any event conducted on the WRPC facilities, and in recognition of the best efforts of all individuals involved to maintain reasonably safe conditions and rules, I agree to assume any and all personal risk(s) involved. Furthermore, I affirm and understand that I, for myself, my family heirs, successors, executors and/or surrogate, hereby knowingly and intentionally waive, release, indemnify and hold harmless the WRPC, all of its Officers, Directors, instructors, employees, agents, members, to include match officials, volunteers, or any event sponsors involved in organizing or conducting events of any type or nature for any and all personal injury or property damages I might incur. Additionally, I waive all present and future right(s) to any and all claims actions, causes or action(s), legal suits and expenses (including reasonable attorney fees) against the WRPC and the aforementioned individuals. Such waiver by me **includes negligence of any kind or nature** whether foreseen or unforeseen, any damages, losses, injury, paralysis or death to me as a result of my attending any event, or my use of any WRPC services, facilities or equipment while present at WRPC facilities. Additionally, I understand that I am fully responsible for any injury to myself or others and any property damages I may have caused while at the WRPC facility.

Undersigned expressly agrees this instrument is intended to be as broad and inclusive as permitted by law and that if any provision(s) of this instrument is held invalid or otherwise unenforceable, the unenforceable of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The elections of any one or more remedy here under by the WRPC or any of its Officers or Directors shall not constitute any waiver as such and to their rights to pursue other available remedies in accordance with Montana State Law.

Finally, I acknowledge that I have carefully read, and clearly understand, and voluntarily sign this Waiver, Release and Hold Harmless Agreement.

I further confirm that I have received a Safety Orientation and was offered a copy of the range Standard Operating Procedures

Print Name _____

Emergency Contact (Please Print) Name/Relationship/Phone _____

Signature _____ Date _____