

Shawnee Shotgun Club Inc., The City of Shawnee Oklahoma, Clay Bird Sports LLC

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Firearms Shooting, Archery and Related activities.

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with firearm shooting activities, transportation of equipment related to activities, riding or driving motorized vehicles, operation of any equipment and travelling to and from activity sites in which I am about to engage.

**Inherent hazards and risk include but are not limited to:**

1. Risk of injury from the activity and weapons utilized from firearm shooting and/or archery shooting is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.
3. My own negligence and/or the negligence of all others including employees, agents, independent contractors or representatives of Shawnee Shotgun Club Inc, The City of Shawnee Oklahoma, Clay Bird Sports LLC, including but not limited to operator error.
4. Discharge of weapons, whether accidental, intentional or caused by malfunction of the same.
5. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
6. Exposure to outdoor elements, including but not limited to tree fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature, and all weather conditions.
7. Attack or encounter with insects, reptiles, and/or animals.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase risk of accident.
10. My sense of balance, physical coordination, and ability to follow instructions.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.**

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in any way in firearms shooting, archery shooting, transportation of equipment related to the activities, operation of equipment, and traveling to and from activity sites and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, Shawnee Shotgun Club Inc., The City of Shawnee Oklahoma, Clay Bird Sports LLC, volunteers of the club, private contractors, or private contractors hired by the club and/or by shoot management,** herein referred to as releasees.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

**Damage or Theft**

I also Agree that if I or anyone in my group, cause damage or theft to any of the buildings, equipment or property at Shawnee Shotgun Club Inc., Clay Bird Sports LLC or anything personally owned by Club Pro, I and/or my group am financially responsible to repair or replace any damaged property or equipment, including any legal fees or collection fees.

**This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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**Printed Name**

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**Signature**

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**Date**

**FOR PARTICIPANTS OF MINORITY AGE:** This to certify that I, as Parent, guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

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**Minor's Name**

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**Guardian's Name Printed**

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**Guardian's Signature**

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**Date**