

Proctor Fish & Game Club, Inc.

PO Box 624 Proctor, VT 05765

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of the Proctor Fish & Game Club, Inc. from liability and a waiver by you of certain legal rights.

In consideration for my being permitted to participate in, or observe, the activities of Proctor Fish & Game Club, Inc. (the "Club"), I agree to the following Waiver and Release:

I acknowledge that shooting firearms has inherent risks, hazards, and dangers for anyone and that those risks cannot be eliminated, particularly at a shooting range or attending a shooting match. I

UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk associated with handling or shooting firearms and of being near others that have firearms in their possession and who are handling them or shooting them;
2. The risk of injury from ammunition and bullets shot from a firearm I discharge or discharged from other firearms;
3. The risk of hearing damage from the noise of firearms discharge; and
4. The risks associated with being on the Club's property, including slips, falls, and other harms.

I understand the risks, hazards, and dangers of shooting firearms and have had the opportunity to discuss these risks with representatives of the Club. I understand that Club activities may require good physical conditioning and a degree of skill regarding and knowledge about safe handling of firearms. I believe I have the good physical conditioning and the degree of skill and knowledge necessary for me to engage in Club activities safely. I understand that I have responsibilities. My participation in, or observation of, firearm shooting and other activities at the Club is purely voluntary. I elect to participate in or observe these activities in spite of the risks involved. I AM VOLUNTARILY USING THE SERVICES AND FACILITIES OF THE CLUB WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME SAID RESPONSIBILITY AND ACCEPT ANY AND ALL RISKS OF DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH. I will obey all posted Club rules. I understand that if I am a minor (under 18 years old)("Minor"), this waiver and release must be signed by a custodial parent or guardian with the ability to execute this waiver and release on my behalf.

I, for myself, my heirs, executors, lawful successors, and permitted assigns, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS the Club, its directors, officers, agents, members, volunteers, and invitees from and against any and all claims, actions, causes of action, liabilities, suits, or related expenses (including but not limited to attorneys' fees, whether or not reasonable) for amounts in excess of those covered by the Club's insurance policy (or policies), which are related to, arise out of, or are in any way connected with my presence at the Club including, but not limited to, accidents of any kind or nature, whether foreseen or unforeseen, resulting directly or indirectly in any damage, loss, injury, paralysis, or death of myself or others or harm to my property as a result of my participating in or being present at or observing shooting activities or other activities at the Club, including but not limited to the use of Club facilities. I intend this release and waiver whether such damage, loss, injury, paralysis, or death results from an act or omission (negligent or otherwise) of the Club its directors, officers, agents, members, invitees or volunteers or from some other cause. I, for myself, my heirs, executors, my lawful successors, and permitted assigns, further agree not to sue or subrogate against the Club its directors, officers, agents, members, volunteers, or invitees as a result of any damage, loss, injury, paralysis, or death suffered in connection with my use and participation in Club activities related to shooting firearms and /or attending shooting activities or otherwise.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. THE MEMBER SIGNING BELOW UNDERSTANDS AND AGREES THAT FAILURE TO HAVE HIS OR HER INVITEE TO THE CLUB EXECUTE AND DELIVER A COPY OF THIS WAIVER TO THE CLUB CONSTITUTES SUCH MEMBER'S AGREEMENT TO BE PERSONALLY LIABLE FOR ALL DAMAGES CAUSED OR SUFFERED BY SUCH INVITEE IN AMOUNTS EXCESS OF THOSE COVERED BY THE CLUB'S INSURANCE.

PLEASE CHECK THE BOX ABOVE THE SIGNATURE BLOCK THAT APPLIES TO YOU.

I am a Club member I am an applicant for membership

Signature _____ Birth Date _____

Print name _____ Age if under 18 years old _____

Address _____

Date Signed _____

Parent or Guardian Signature (if member is Minor) _____

Print Parent or Guardian Name _____

Parent or Guardian Address _____

Date Parent or Guardian Signed _____ Parent or Guardian's Telephone Number _____

I am a guest (invitee) of a Club member or attending a special event

Signature _____ Birth Date _____

Print name _____ Age if under 18 years old _____

Guest's Address _____

Date Signed _____ Guest's Telephone Number _____

Accompanying Member's Signature _____

Print Accompanying Member's Name _____

Date Accompanying Member Signed _____

Parent or Guardian's Signature (if guest is Minor) _____

Print Parent or Guardian's Name _____

Parent or Guardian's Address _____

Date Parent or Guardian Signed _____ Parent or Guardian's Telephone Number _____