

# WAIVER RELEASE AND COVENANT NOT TO SUE



**WHEREAS**, in consideration of being permitted use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

## Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend Blue Ridge Cherry Valley Rod and Gun Club, including but not limited to its Board of Directors, Club Officers, Members and all Associates of said Club, from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to or connected with Undersigned's presence at and/or participation in, the discharge of firearms by Undersigned. Undersigned's presence on or use of the Club ranges Buildings, land, facilities, and premises, hereinafter referred to as "Premises", and any and all acts or omissions of Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against the Club Board of Directors, Club Officers, members and all Associates of said Club (including but not limited to the death of Undersigned and/or any and all injuries, damages or illnesses suffered by undersigned or Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with the Premises, including, but not limited to, any latent and/or patent defect in the Premises; Undersigned's presence on or use of said Premises; Undersigned property; and the discharge of firearms.

Undersigned hereby expressly assumes the risk of taking part in the activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition and related activities.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all Commands, range rules and procedures and any other rules and procedures stated by the Chief Range Safety Officer or Assistant Range Safety Offices or Instructors or their designees. Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specified 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 election of any one or more remedy hereunder by the Club Board of Directors, Club Officers, Members or Associates shall not constitute any waiver of Club Officers or Associates right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

The Undersigned guest or parent/legal guardian (if guest under 18) agrees that this instrument shall remain in full force and effect indefinitely.

**Date:** \_\_\_\_\_

**Guest Full Name** (Undersigned) (Print) \_\_\_\_\_

**Guest Address, Telephone:** \_\_\_\_\_

**Guest email:** \_\_\_\_\_

**Guest Signature:** \_\_\_\_\_

**If Extended Family Guest Under 18:**

**Parent/Legal Guardian Name** (Print) \_\_\_\_\_

**Parent/Legal Guardian Signature:** \_\_\_\_\_

**Parent/Legal Guardian Address & Tel#** \_\_\_\_\_

**Witness by Club Member: Name (Print):** \_\_\_\_\_

**Club Member Signature:** \_\_\_\_\_