

West End Gun Club, Inc.
Release and Hold Harmless Agreement

Initial All Boxes and Sign Completed Document.

I am the guest of WEGC Member #

I, (print your full name) _____, presently residing at:(street address - No PO Box) _____ (city) _____ (state) _____ (zip code) _____ being above the age of 18 years and (if applicable) the legal guardian of the Minor(s) listed in this agreement, on behalf of myself and the Minor(s) and in consideration of the membership in and or rates charged and the right to enter and use the facilities and services of the West End Gun Club ("WEGC"), do hereby enter into this Release and Hold Harmless Agreement (the "Agreement") on this ____ day of _____, 20 ____ , and consent and agree that:

Initial here 1. **Acknowledgement of Danger.** I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear (including hearing and eye protection), that I could experience injury of a very serious nature and/or die as a result of an accident or incident. I therefore engage in such activities voluntarily and at my own risk. I also understand and acknowledge that the range is kept as natural as the shooting events allow and that wildlife may pose additional hazards including but not limited to: poisonous plants, ticks, poisonous snakes, and other wild animals.

Initial here 2. **Assumption of Risks.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to myself and others, and causing damage(s) to property, which originate from participating and otherwise engaging in sport shooting. I hereby assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification. I also understand and acknowledge that others will be using the range, including but not limited to uses taking place during private member activities and club sponsored events, and I will be aware of their actions whenever I am on the WEGC facilities. With these facts in mind, I voluntarily assume the risk of participating in any activities at the WEGC facilities. There have not been any express or implied representations to you on behalf of the WEGC except as set forth in this Agreement.

Initial here 3. **Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition to engage in sport shooting on this range.

Initial here 4. **Condition of Equipment.** I have, prior to engaging in any sport shooting WEGC determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by this Agreement.

Initial here 5. **Comprehensive Release.** I do hereby, on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge the WEGC, the WEGC's successors, assigns, owners, shareholders, directors, officers, employees, club officers, range masters, match directors, appointed safety officers, agents, representatives, attorneys, independent contractors, subsidiaries, and affiliates and each, every and all persons acting by, through, under or in concert with any of them (collectively, "Released Parties"). I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for controversy resolution or otherwise seek losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, wrongful death, and any and all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to WEGC and my sport shooting on or about the WEGC's premises and/or facilities. I also agree to defend, indemnify, and hold harmless the Released Parties from and against all claims, losses, damages, and costs caused by, arising out of, or related to the actions of myself and those guests for whose conduct I am responsible. This Release shall pertain to any claims which were known or unknown, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by me on the date of execution of this Agreement, may have materially affected my decision to execute this Agreement and specifically this Release.

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Initial here 6. **WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.** I acknowledge and agree that by reason of the Release set forth in paragraph 5 above, I am assuming all risk of bodily injury, death or property damage and all other unknown and unanticipated claims, and I agree that my Release of all Released Parties contained in this Release applies thereto. In connection therewith, ***I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code, which reads as follows: "A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."***

Initial here 7. **Indemnity.** I hereby indemnify, without qualification or limitation, the Released Parties and defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or person may claim to have or to hold for property damage or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement originating from my relationship with any of the Released Parties and any activity directly or indirectly arising from or contemplated by this Agreement.

Initial here 8. **Additional Regulations.** I have read and understand, and I agree to follow, the regulations set forth in the separate document entitled "**West End Gun Club Rules and Regulations,**" a copy of which has been provided to me by WEGC. I also understand that hearing and eye protection (even while using a scope) are mandatory at all WEGC shooting areas for all persons at all times. I agree that I will not fire or discharge any firearm or gun except in areas so designated by the WEGC.

Initial here 9. **Firearms Eligibility.** I certify that I may lawfully own, possess, and operate firearms within the State of California pursuant to all applicable local, state and federal laws and regulations.

Initial here 10. **Governing Law; Disputes; Arbitration.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Should I find myself in a disagreement with the WEGC's policies, rules or regulations and I am unable to resolve such issues in accordance with the By-laws of the WEGC, I agree that I shall bring no cause of action against the WEGC or any of the aforementioned Released Parties, and further agree to binding arbitration of those disputes. Should any party hereto institute any action or proceeding against the other party at law or in equity, or in connection with an arbitration in connection with this Agreement, the prevailing party from such action shall be entitled to recover from the losing party or parties all attorneys' fees and costs for service rendered to the prevailing party in such action or proceeding.

Initial here 11. **Force of Law.** If any part of this contract is held to be invalid by a court of law all other parts shall remain in full effect.

Where my initials appear above, I acknowledge that I have read, understood, and agreed to the provision beside those initials. In addition, my signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a legal guardian on behalf of a person(s) under the age of 18 years, then all provisions of this Agreement shall pertain to the undersigned and the Minor(s).

Member/Guest/Shooter Signature X _____ Date: _____ Phone Number: _____

WEGC Member Spouse Signature X _____ Date: _____ Phone Number: _____

I (print name): _____ being above the age of 18 years, sign as the legal guardian for the

Minor child(ren) under the age of 18 years listed here (print all names): (Minor #1) _____

(Minor #2) _____ (Minor #3) _____

(Minor #4) _____ (Minor #5) _____

Signature of Guardian for Minor(s) X _____ Date: _____ Phone Number: _____