Chester Rod & Gun Club 99 Rod and Gun Club Road Chester, NH 03036

ADULT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT PLEASE READ CAREFULLY

In consideration of being allowed on the premises of or to participate in any activities at Chester Rod and Gun Club ("CRGC"), I, the undersigned, hereby freely, voluntarily and without duress agree to all of the following terms of this release and waiver of liability and indemnity agreement ("Release"), which I am executing, as of the date written below, in favor of CRGC, its employees, agents, representatives, assigns, officers, directors, members, instructors, and volunteers ("Releasees").

I understand there will be other persons shooting and/or carrying firearms at CRGC, and I agree to act prudently and carefully to avoid causing injury to persons or property. I certify that I am or will be familiar with the safe use and operation of any firearms I may use while at CRGC. I have read and am familiar with the rules of shooting and firearm safety. I have read, am familiar with, and agree to follow CRGC Range Operation and Safety Rules (copies available at CRGC and https://chesterrodandgunclub.com/range-rules/).

ASSUMPTION OF THE RISK. I hereby agree to assume any and all risks, including risks of injury or harm, associated with being on the premises of or participating in any activities at CRGC, including shooting. I understand CRGC is an active shooting range and I understand the risks and hazards involved in being on the premises of a shooting range, as well as the risks and hazards involved in participating in activities at CRGC, including shooting and handling firearms and crossbows. I understand that shooting is a dangerous activity and involves the risk of serious injury, death, and exposure to lead and airborne lead particles. I assume the risk of any and all injuries or harm I may suffer in connection with being on the premises of or participating in any activities at CRGC, including but not limited to any and all injuries I may suffer due to the physical condition of CRGC, the potential NEGLIGENCE of Releasees, equipment failures, defective equipment, acts of God, and the acts or omissions of shooters or others who may be at, on, or near CRGC, whether with or without permission of Releasees.

I hereby acknowledge the contagious nature of communicable diseases and voluntarily assume the risk that I may be exposed to or infected by communicable diseases by visiting CRGC, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand the risk of becoming exposed to or infected by communicable diseases at CRGC may result from the acts or omissions, negligent or otherwise, of myself and others, including, but not limited to, Releasees.

RELEASE AND WAIVER OF LIABILITY. On behalf of myself and my estate, heirs, and assigns, I hereby release, waive, discharge, and covenant not to sue Releasees from all liability to me for any and all loss or damage, and any claim or demands therefor, on account of injury to person, up to and including death, or property, in connection with my being on the premises of or participating in any activities at CRGC and whether caused by the NEGLIGENCE of Releasees or otherwise.

INDEMNITY AGREEMENT. I hereby agree to defend, indemnify, and hold harmless Releasees from any and all loss, liability, damage, or cost they may incur in connection with my being on the premises of or participating in any activities at CRGC and whether caused by the NEGLIGENCE of the Releasees or otherwise.

<u>MEDICAL TREATMENT</u>. I hereby consent to receive medical treatment and be responsible for the payment of same, which may be rendered in the event of injury, accident, and/or illness in connection with my being on the premises of or participating in any activities at CRGC. I hereby release and forever discharge Releasees from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my being on the premises of or participating in any activities at CRGC or with the decision by any Releasee to exercise the power to consent to medical treatment as such power may be granted.

PHOTOGRAPHIC RELEASE. I understand that both commercial and non-commercial still, audio/video, and/or motion picture photography may occur during my presence on CRGC property, and that as long as I am in the general area, I may be included in such recordings. Should I wish to be excluded from such recordings, I understand that it is my responsibility to be aware of recording activity and remove myself from the area or event being photographed or recorded. I hereby grant and convey unto Releasees, as well as CRGC's sponsors, all right, title, and interest in any and all photographic images and video or audio recordings made of me by Releasees and/or CRGC's sponsors, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings and any and all right to use such photographic images and video/audio recording(s) in the promotion of shooting sports or CRGC in general as Releasees choose in their sole discretion without any compensation owed to me.

<u>CERTIFICATION REGARDING FIREARMS.</u> I hereby certify that I am <u>not</u> prohibited from possessing, selling, owning, or transferring firearms under state or federal law.

- a. I have not been convicted of a felony that has not been annulled or expunged;
- b. I have not been convicted of a violation of 18 U.S.C. § 922 that has not been annulled or expunged; and
- c. I am not a member of an organization that advocates the violent overthrow of the United States Government.

OTHER. I agree that: this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire; this Release shall be governed by and interpreted in accordance with the laws of the State of New Hampshire without reference to conflict of law provisions; jurisdiction for any action pertaining to this Release shall lie exclusively in Rockingham County, State of New Hampshire; in the event that any portion of this Release is found to be invalid by any court of competent jurisdiction, the offending portion shall be stricken and the remainder of this Release shall remain in full force and effect; and this Release shall also be binding upon my estate, heirs, and assigns.

By signing below, I certify that I am above the age of minority, and that I have read the above Release, understand it, and agree to its contents, terms, and conditions.

THIS IS A RELEASE OF LIABILITY. I HAVE READ THIS RELEASE, UNDERSTAND IT, AND VOLUNTARILY AGREE TO IT.

Signature:	Date:
Printed Name of Adult:	
Phone Number:	
Address:	
City, State, & Zip Code:	
Visited with Member Number	
Member Name	
Emergency contact: In case of an emergency, please contact: Name:	
Relationship:	
Phone Number:	