

Hold Harmless

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in shooting sports (including, but not limited to, using pistols, shotguns, and rifles, whether target, trap, or skeet) and related activities ("Shooting Sports Activity") by Mohave Sportsman Club (located at 3275 Oatman Road, Golden Valley, Arizona 86413) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited and including, but not limited to, shooting bays), THE UNDERSIGNED, for himself or herself, his or her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in Shooting Sports Activity.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Mohave Sportsman Club, its affiliates, directors, officers, owners, managers, members, agents, attorneys, employees, staff, volunteers, heirs, representatives, predecessors, successors, lessees, and assigns, the Arizona Game & Fish Commission (and its members, staff, employees, and agents), fellow observants, fellow participants, and others authorized to be in any RESTRICTED area (collectively "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO Shooting Sports Activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY acknowledges that Shooting Sports Activities ARE DANGEROUS and involve the risk of injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to Shooting Sports Activity whether caused by the NEGLIGENCE OF RELEASEES or otherwise. The risks are many and include (but are in no way limited to): (a) physical injury (including hearing loss and eye injury), psychological injury, and emotional injury; (b) pain, suffering, illness, disfigurement, and disability (whether temporary or permanent and including paralysis); (c) death; and (d) property damage and economic loss. Sources of such risk are many and include (but are in no way limited to): (e) the handling and shooting of firearms, being near others handling and shooting firearms; noise, gunpowder, gunpowder residue, debris, explosions, discharged firearm residue, ejected shell casings, ricochet of ammunition, projectiles, and exposure to lead; (f) weather and other natural conditions, and (g) negligent rescue or assistance.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS AND ASSISTANCE and is intended to be as broad and inclusive as is permitted by the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. HEREBY represents that he or she has received, read, and understands the Mohave Sportsman Club's Range Safety Rules. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I understand this is legally binding on my heirs and on me. This Agreement supersedes all previous agreements on the same subject matter and may be modified only in writing, signed both by the undersigned and by an agent of Mohave Sportsman Club. This Agreement shall remain in effect for the duration of my membership or, if I am not a member, one year from the date of execution.