

**RULES AND REQUIREMENTS, MEDICAL CONSENT,
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

I hereby acknowledge that I have voluntarily elected to participate in gun club activities ("**Activity**"), which may include: use of the Premises; match competition; instruction in the use of firearms; observation of activities; and/or the discharge of firearms and the firing of live ammunition, to be held on the Premises of the Jasper Rifle and Gun Club, Inc. ("**JRGC**"). In consideration for being permitted to participate in the Activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and that the Activity is unsupervised. I acknowledge that I have inspected and/or had the opportunity to inspect the range, buildings, land and property ("**Premises**") on which the Activity will be conducted, and that I accept all conditions upon said Premises, be they natural or manmade.

RULES AND REQUIREMENTS: I hereby acknowledge that I have received a copy of the JRGC Range Safety Rules & Procedures, and have read, understand and will at all times abide by those and any additional rules and procedures stated by JRGC. I grant JRGC the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the JRGC or violates any rule of the Activity.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity. I understand that as a Participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only JRGC's actions, inactions or negligence, but also the actions, inactions or negligence of myself or others, malfunction of equipment used, conditions of the Premises, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my children, spouse, parents, personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Jasper Rifle and Gun Club, Inc., its directors, officers, match directors, instructors, volunteers and agents (hereinafter referred to as "**Releasees**") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including legal costs, attorneys' fees, and court costs), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: cuts, bruises, falls, broken bones, lacerations, injuries to the eyes, ears or face, gunshot wounds, paralysis or death, or other personal injuries which may arise as a direct or indirect result of participating in said Activity; criminal activities; negligent or willful acts of myself or others; negligent operations or procedures of Releasees; and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES,** and assume full responsibility for my participation in the Activity.

INDEMNITY: I, on behalf of myself, my children, spouse, parents, personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including legal costs, attorneys' fees, and court costs), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

HEALTH/SAFETY: I am aware of all applicable personal medical needs, and I am unaware of any health-related reasons or problems which preclude or restrict my participation in the Activity. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Activity. I understand and agree that Releasees are not obligated to attend to any of my medical or medication needs during the Activity, and I assume all risk and responsibility thereof. If during the Activity I require medical treatment or hospital care, Releasees are not responsible for the costs or quality of such treatment or care. **I agree that Releasees may, but are not obligated to, take any actions they consider necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release Releasees from any liability for any actions they may take.**

CHOICE OF LAW/SEVERABILITY: I hereby agree that this Agreement shall be construed in accordance with the law of the State of Indiana and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

GUEST CLAUSE: I agree to assume all responsibility and liability for any act or acts, even negligent, reckless, or criminal acts or omission to act, of my Guests while on the Premises of the JRGC. (I understand that "my Guests" includes any and all persons who participate in the Activity as a result of my express invitation, permission or consent).

I agree this Agreement shall remain in full force and effect so long as I am a member of the JRGC, or a user of its Premises, or a guest on its Premises, with no expiration for time or other reasons.

I understand that the Activity might not be made available to me or that the cost to participate in the Activity would be significantly greater if I were to choose not to sign this Agreement, and agree that the opportunity to participate at the stated cost in return for the execution of this Agreement is a reasonable bargain.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS AGREEMENT, INCLUDING THE RIGHT OF FINANCIAL RECOVERY FOR INJURY, WHETHER THE INJURY RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM THE ORDINARY NEGLIGENCE OF RELEASEES, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant _____ Date Signed _____

Print Name _____ Address _____

City _____ State _____ Zip _____ Telephone (_____) _____

Emergency Contact Name _____ Telephone (_____) _____

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian _____ Date Signed _____

Print Parent or Guardian Name _____