

INDEMNIFICATION, HOLD HARMLESS, DEFENSE, WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted entry to and/or use of “**Premises**” of the Smithfield Sportsman’s Club Inc. (“**Club**”) for whatever purposes, including, but not limited to, use of firearms by him/her/and/or another, and with full knowledge that firearms are used and discharged on **Club Premises**, the **Undersigned** agrees to the following:

Undersigned agrees to indemnify, hold harmless, and defend the **Club** from any and all fault, liabilities, costs, expenses, claims, demands, and/or lawsuits arising out of, related to, or in any way connected with, any and all actual or alleged acts or omissions of **Undersigned** in the course of **Undersigned’s** presence on and/or use of the **Club’s** ranges, building, facilities, and land (together comprising “**Premises**”) including, but not limited to, the **Undersigned’s** use of firearms.

Undersigned further waives for himself/herself and for his/her heirs, next of kin, assignees, personal representatives, administrators, and executors any and all rights and claims for damages, loss, costs, demands, and any other actions or claims whatsoever, which he/she may have or which may rise against the **Club** (including, but not limited to, damage to **Undersigned’s** property and/or any and all illnesses, injuries, including mental and emotional distress or anguish, and other damages, including death, suffered by the **Undersigned**) which may in any way whatsoever arise out of, be related to, or be connected with the use of firearms on **Club Premises** by **Undersigned** and/or another.

The **Club** shall not be liable for, and **Undersigned**, on behalf of himself/herself and on behalf of his/her heirs, next of kin, assignees, personal representatives, administrators, and executors, expressly releases the **Club** and the **Club’s** members, employees, and/or agents from any and all such claims and liabilities, including but not limited to, claims of actual or alleged negligence on the part of the **Club**, it’s members, employees, and/or agents.

Undersigned acknowledges and agrees that use of firearms is an inherently dangerous activity. **Undersigned** expressly assumes the risk of being on **Club Premises** where firearms are used; and **Undersigned** further expressly assumes the risk of discharging firearms by whomever discharged and the firing of live ammunition by himself/herself and/or another.

Undersigned expressly agrees that this agreement by him/her is intended to be as broad and inclusive as permitted by law and that if any provision of this agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired. No remedy conferred by any of the specific provisions of this agreement is intended to be exclusive of any 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** shall not constitute any waiver of the **Club’s** right to pursue other available remedies. This agreement binds **Undersigned** and his/her heirs, next of kin, assignees, personal representatives, administrators, or executors.

Undersigned confirms and attests that **Undersigned** is not a convicted felon or has been convicted of a misdemeanor crime of domestic violence and also confirms and attests to being either a citizen of the United Staes or hold a current VISA of permanent residency in the United States. **Undersigned** also confirms and attests to not currently being under the influence of any substance that may hinder or impede their actions in handling a firearm.

Undersigned acknowledges and agrees that **Undersigned** has read this agreement and he/she understands its terms and is executing this agreement voluntarily. **Undersigned** also acknowledges and agrees that he/she had read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures stated by the **Club**.

Undersigned _____ Date: _____

Print Name _____ Signature _____

If Undersigned is under the age of 18 years, signature of parent or legal guardian required:

Relationship to minor: _____ Date: _____

Print Name _____ Signature _____