

United States Clay Target Academy

RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

DATE: _____

WHEREAS United States Clay Target Academy (hereinafter USCTA) operates a shooting and training program, including but not limited to instruction and coaching, recreation and competitive shooting programs, transportation to and from its facilities and other shooting and training ranges, competition sites and other locations, membership programs, meetings, education programs, conferences, and the use of USCTA's buildings and property, and other activities related (hereinafter collectively USCTA's activities); and,

WHEREAS the term USCTA also includes its directors, officers, members, agents, servants, employees, contractors, and instructors (whether any of the foregoing are employed or contracted or volunteer), and all rights granted to USCTA may be invoked by any of the foregoing individually,

WHEREAS USCTA's activities pose certain risks to all participants, including but not limited to risks from Participant and/or others shooting guns with live ammunition, and such risks include the possibility of serious bodily injury or death, the suffering of temporary and permanent physical and mental injuries and damages to injured persons and/or their property;

WHEREAS Participant (the person signing below), for him/herself and other persons under Participant's control, desires to participate in one or more of USCTA's activities, either on a one-time basis or for any period of time and number of occasions; and

WHEREAS, in consideration of being permitted to participate in all or any of USCTA's activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant agrees to the following:

1. The foregoing recitals are true and incorporated as a part of the Agreement.
2. Participant agrees to and shall indemnify, defend and hold USCTA harmless against liability and loss from any and all fault, liabilities, costs, expenses (including attorney fees and costs), claims, demands or lawsuits arising out of, related to or connected in any way with Participant's participation in USCTA's activities, including but not limited to claims asserted as the result of conduct by third parties and conduct by USCTA. As used herein, the term "conduct" includes both action and inaction, whether or not negligent and whether or not the claims subject to this Agreement arise from injury that is inherent in USCTA's activities. The term "conduct" further includes, without limitation, the use, maintenance or operation of USCTA's facilities, whether conditions thereon are patent or latent.
3. Participant further releases and waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights, demands and claims for

damages, losses, and any other actions or claims whatsoever, which he/she may have or which may arise in the future against USCTA, which may, in any way whatsoever, arise out of or be related to Participant's participation in USCTA's activities.

4. Participant expressly assumes all risk of participating in USCTA's activities, including without limitation any group outing at USCTA, taking part in the course for instruction in firearms and/or taking part in any of USCTA's activities, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition. This paragraph emphasizes Participant's release of USCTA for any claim arising out of or related to USCTA's shooting activities, and does not limit the scope of the release or indemnity rights of USCTA from all other claims as set forth above.

5. Participant hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures and any other rules and procedures presently existing or as adopted from time to time by USCTA. Participant shall, at all times, comply with all orders, instructions and directions given by USCTA staff or representatives. This document shall remain valid and in full force and effect until revoked by Participant in writing and received by USCTA with receipt given to Participant.

6. Participant expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and to give USCTA the maximum protection possible. If any paragraph or part thereof of this Agreement is held invalid or otherwise unenforceable as written, the enforceability of all remaining provisions shall not be impaired thereby. No right or remedy granted to USCTA in this Agreement is exclusive of any other remedy, and each remedy shall be cumulative to every 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 USCTA shall not constitute any waiver of USCTA's right to pursue other available remedies. This instrument binds Participant and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

7. No part of this Agreement may be waived or modified except by the written approval of the Board of Directors of USCTA. This Agreement is the entire agreement of the parties with reference to the subject matter set forth herein. Participant acknowledges receipt of a copy of this Agreement.

8. Participant acknowledges and agrees that Participant has read this instrument and understands its terms and is signing this instrument voluntarily, intending to be bound by its terms. Participant may have this Agreement reviewed by an attorney of his/her choice before execution and participation in USCTA's activities.

PARTICIPANT: _____ / _____
Signature Print Name & Email

PARENT SIGNATURE: _____ / _____
Signature Print Name & Email

United States Clay Target Academy

By: _____ **its:** _____