

# Release, Waiver, Indemnification, Hold Harmless, and Assumption of the Risk Agreement – 2021

WHEREAS, in return for participation in the 2021 Walden Sportsmen's Club Action Shooting Matches and use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Undersigned agrees to the following:

The Undersigned agrees to indemnify, hold harmless and defend the Walden Sportsmen's Club, and any of its instructors, event coordinators, range safety personnel, directors, officers or agents (hereinafter the "WSC"), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: the discharge of firearms; the participation in the Action Shooting Match, the Undersigned's participation in the Action Shooting Match; the range, buildings, land and premises used for the Action Shooting Match (hereinafter the "Premises"); the Undersigned's presence on or use of said Premises; and any and all acts or omissions of the Undersigned. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States or of any State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend the WSC, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against the WSC, whether individually, jointly, or in solido with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Undersigned furthermore waives for himself/herself and his/her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he/she may have or which may arise against the WSC, (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the Action Shooting Match; the Premises, including any latent defect in the Premises; the Undersigned's presence on or use of said Premises; the Undersigned's property (whether or not entrusted to the WSC); and the discharge of firearms. The WSC shall not be liable for, and the Undersigned, on behalf of himself/herself and his/her executors, administrators, assignees or heirs, hereby expressly releases the WSC from any and all such claims.

The Undersigned hereby expressly assumes the risk of entering the Premises and of taking part in activities on the Premises which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all WSC range rules and the Action Shooting Match procedures.

WSC is not responsible for any shooter who possesses any restricted weapons or magazine. It is the shooter's responsibility to be in compliance with NYS Laws.

This instrument binds the Undersigned and his / her executors, administrators, assignees or heirs. Valid from 1/1/2021 through 12/31/2021.

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Print name

Signature

Date