

# **ACKNOWLEDGMENT OF RISKS, LEGAL RIGHTS WAIVER, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT**

**THIS IS A BINDING LEGAL AGREEMENT WHICH SIGNIFICANTLY AFFECTS YOUR RIGHT TO RECOVER DAMAGES OR SEEK OTHER LEGAL RELIEF FOR PERSONAL INJURIES AND DAMAGES - READ IT CAREFULLY!!!**

In consideration of being allowed enter the Partridge Creek Skeet Club property (hereinafter "club property") from time to time as a participant in shooting activities, or otherwise as a spectator, visitor, or, for any other reason(s) for which I might be invited or allowed to visit club property, now, and in the future, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I understand and agree to the following:

- Partridge Creek Skeet Club nor it's members cannot assume responsibility for any dangerous conditions, operations or other activities conducted upon club property, whether or not that condition, operation or activity potentially causing personal injury might be open and obvious, latent or hidden in nature, including, but not limited to, those types of dangerous operations, conditions or activities related to the target shooting routinely conducted upon club property, safety precautions or the lack thereof; inexperience, inattention or neglect of Partridge Creek Skeet Club, its management, members, or other shooting participants; or any other dangerous conditions of any other type or nature which you may experience while enjoying your visit to the club property.
- Partridge Creek Skeet Club is a not-for-profit corporation owned and operated by amateur shooting enthusiasts, and as such you should not expect, nor will you receive, the same level of competence or professionalism that you might expect in connection with other professionally guided endeavors.
- Target shooting activities, in particular "skeet shooting" "trap shooting" "sporting clays" and other shotgun-related shooting sports and activities engaged in upon club property are all inherently dangerous and risky activities that can and does sometimes result in serious injury or death. I acknowledge and understand that some, but not necessarily all of the risks are as follows:
  - Being shot, unintentionally of course;
  - Being struck by falling debris, shot pellets, wadding and other debris naturally generated by shooting at and/or breaking targets;
  - Suffering injuries to eyes and/or ears as a result of exposure to the sounds and debris generated by gunfire;
  - Being hit directly by targets, either while standing in the line of targets thrown from skeet and trap houses, or by engaging and/or participating in setting up of the powerful electric target throwers utilized by the club;
  - Tripping and falling as a result from stepping upon discarded shot shells, loose shot, loose gravel, potholes, sinkholes and other naturally occurring or man made conditions tending to cause instability of foot when tread upon;
  - Potentially being bitten, scratched, poked or otherwise injured by wild birds and/or other indigenous creatures either naturally existing on club property or that may be sometimes used by shooters as target fodder;
  - Otherwise suffering injury as a result of proximity to exploding gunpowder, and sometimes even, by exposure to debris generated by unintentionally exploding shotgun shells, bursting of shotgun barrels, and other injuries naturally caused by malfunctioning firearms.

**Being fully aware and mindful of the forgoing, I hereby understand and agree to the following terms relating to my visit upon Club property:**

I acknowledge, understand and fully agree that I am accepting the condition of the club property AS IS, and further acknowledge and understand that **NO WARRANTIES, EXPRESS OR IMPLIED**, are being extended to me with respect to any aspect of my visit upon club property, and that I am solely responsible for insuring both the safety of myself and of others who might be accidentally injured or killed as a result of my own activities upon club property.

I further agree to **UNCONDITIONALLY WAIVE, RELEASE AND HOLD HARMLESS** Partridge Creek Skeet Club and each of its members from any and all rights, claims, actions, causes of action, or any other

relief that that I, or my heirs, executors, administrators, successors and assigns may otherwise have against Partridge Creek Skeet Club and/or its members, now and in the future, whether the claim shall be in law or in equity, for any relief in any way relating to my involvement in the use or enjoyment of club property and the activities conducted thereon, regardless of the sport and/or activity involved.

I further agree to UNCONDITIONALLY RELEASE and HOLD HARMLESS Partridge Creek Skeet Club and its members from ANY AND ALL LIABILITY, claims or causes of action for ANY AND ALL PERSONAL INJURIES sustained by me while on club property, including, but not limited to personal injuries sustained as a result of NEGLIGENCE, RECKLESSNESS, WILLFUL OR WANTON BEHAVIOR by either or both Partridge Creek Skeet Club and its members, as well as injuries suffered by other non-members, visitors, or other invitees upon club property, regardless of whether the possibility of sustaining such injuries were contemplated, obvious, and/or known at or before the time of injury, I further understand and agree that this release and agreement to hold harmless shall apply to my heirs, executors, administrators, successors and assigns, thereby extinguishing for all time any claims relating to personal injury sustained by me, regardless of the identity of the claimant, or the nature of the injury sustained.

I also agree and understand that my use and enjoyment of club property is a purely VOLUNTARY RECREATIONAL ACTIVITY AND INHERENTLY DANGEROUS, and that by entering upon the club property, I AM ASSUMING ALL RISKS OF INJURY, INHERENT OR OTHERWISE.

**GUEST RESPONSIBILITY CODE:** As a guest upon Club property, I understand and agree to always act in a safe and controlled manner, mindful of both my own safety and the safety of others. I understand that the excessive use of alcohol is prohibited and I realize that I am solely responsible for arranging for safe transportation home after any drinking of alcoholic beverages. Illegal drugs are strictly forbidden. Eye and ear protection must be worn at all times, and if I bring or use firearms upon the property, I realize that I am solely responsible for any and all injuries and damages caused by my own inattention to safety or by my failure to adhere to club policies and procedures.

**GUEST AGREEMENT TO HOLD-HARMLESS, INDEMNIFY AND DEFEND:** I further understand and agree, for myself and for my heirs, executors, administrators, successors and assigns, to hold harmless, indemnify and forever defend said Partridge Creek Skeet Club and its members against any claim for injuries, damages, or for other relief which may be pursued by anyone against said Partridge Creek Skeet Club or against its members to the extent that any such claim might in any way involve my own activities on club property and/or my own failure to adhere to proper safety practices, club policies and procedures.

---

I have read and understand the foregoing Acknowledgment of Risks, Waiver of Legal Rights, Liability Release and Hold Harmless Agreement and I am intending to be legally bound by its terms. If I am signing this document on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse or other legal guardian (if any) and I understand that I am acknowledging the risks to my child. Further, I understand and agree that this legal document is perpetual in operation, covering both all current and future visits by me and/or my child to club property, and need only be signed once to be operative and effective.

I agree to the forgoing:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_ Date

Minor Child: \_\_\_\_\_  
(By and through his or her parent and natural guardian)

\_\_\_\_\_ Date

Print Name of Minor Child and Responsible Parent: \_\_\_\_\_

Email Address: \_\_\_\_\_