

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR THE BLUE WATER SPORTSMAN'S ASSOCIATION

Acknowledgment of Risks

I understand and am aware that all shooting sports, tomahawk, knife and spear throwing, firearms, ammunition, smoke and toxins from shooting, gun powder, compressed gases, bows and arrows, gas powered guns, and shooting activities of all kinds are inherently dangerous and may cause severe injury and even death to participants, spectators and other persons on the premises of the BLUE WATER SPORTSMAN'S ASSOCIATION (hereinafter "BWSA"). I further understand that any physical exertion, activity, hazard or defect of any kind on the premises of BWSA could result in injury, health problems, or even death, and that other persons on the premises may act negligently.

My Responsibilities

I agree that I am responsible for my own safety and for guests and minors I bring to BWSA. When on BWSA premises, I will:

- Follow all BWSA range safety and other rules;
- Obey range officer instructions;
- Read and follow the manufacturer's operation and safety instruction for all of my firearms;
- Not use unsafe firearms or ammunition;
- Wear, inspect and maintain eye and ear protection that meets industry standards for firearm shooting sports;
- Not be under the influence of any intoxicants;
- Inspect all firearms for safety and operation before use;
- Use safe ammunition that has been loaded and/or reloaded and manufactured in conformance with accepted industry standards;
- Observe for any unusual or unsafe conditions or activities and bring them to the attention of BWSA officials or range officer;
- Keep current with all BWSA safety bulletins and other information.

Release of Liability and Indemnification

I have carefully read this Agreement and fully understand its contents.

I agree that I am responsible for my own safety and the safety of any guest or children that I may bring to the premises of BWSA.

I agree that BWSA, its members, officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors or assigns and all participating groups or persons officially connected with the activities, including but not limited to Committee Chairpersons and other participants will not be liable if I, my guest or child suffer any personal or bodily injury, death, or property damage as a result of negligence.

I further agree that in the event that BWSA, its members, officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors, or assigns and all participating groups or persons officially connected with the activities, including but not limited to Committee Chairpersons and other participants become liable by way of contribution, indemnification, judgment, verdict, award, or otherwise, to any other party as a result of my actions, negligence or injury, I agree to indemnify and hold harmless BWSA, its members, officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors, or assigns and all participating groups or persons officially connected with the activities, including but not limited to Committee Chairpersons and other participants from any and all claims, demands,

actual legal costs or other costs or expenses arising out of said actions, negligence, or injury, no matter who might bring said claim if any be brought.

I acknowledge that this Agreement is perpetual and there is no requirement of signing annually or otherwise reaffirming this Agreement, for it to continue in effect.

I acknowledge that I have received good and sufficient consideration by being allowed to participate in or observe BWSA activities and/or be on BWSA premises, to bind me to this Agreement.

I understand I am giving up my right to any and all legal relief of any kind.

I HAVE READ THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT, AND BY SIGNING REPRESENT AND WARRANT THAT I FULLY UNDERSTAND IT.

Print Name

Home Address

Signature

City, State, Zip Code

Date

**I Have Sponsored The Above Named Guest And Agree
To Accompanying Them At All Times While They Are On BWSA Property
(Not Required for Special Events Open to the Public)**

Print Name

Signature

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF SIGNING THIS RELEASE AND INDEMNIFICATION AGREEMENT)**

This is to certify that I, as parent/guardian of this participant, do consent and agree to his/her indemnification, release and hold harmless as provided above of all Releasees, and I for myself and on behalf of my heirs, assigns and next of kin, hereby release, indemnify and hold harmless the Releasees from any and all claims incident to my child's involvement in these programs EVEN IF ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

(PARENT/GUARDIAN'S SIGNATURE)

of _____
Name of Minor and Date of Birth

Date Signed: _____