

**RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY/HOLD HARMLESS**

In consideration for being allowed to enter upon the property of Railside Ranch, LLC located at 15330 Fillmore Street in Port Sheldon Township, Michigan (the "Property") and participate (including being present only to observe) in recreational shooting activities, hunting activities, and/or other activities involving the lawful discharge of firearms (collectively, the "Shooting Activities"), I, the "Releasing Party", on behalf of myself, my child (if the participant is a minor), and my successors and assigns, agree to absolutely and unequivocally release, indemnify, and hold harmless Railside Ranch, LLC and its members, managers, officers, employees, agents, successors, and assigns (collectively, the "Released Parties") from any claim, demand, or liability arising out of any injury, disability, death, damages, or other losses suffered by me or caused by me (or in either case, my child if the participant is a minor) connected with the Shooting Activities at the Property. Additionally, I further acknowledge and agree as follows:

1. There are known risks, as well as unanticipated risks, involved in the use of firearms, and I freely accept those risks and acknowledge that they could result in physical injury, emotional injury, permanent disability, death, and property damage. I further acknowledge that such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the Shooting Activities.

2. My participation in the Shooting Activities at the Property is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that the conditions at the Property are unsafe or that I am unable to participate in the Shooting Activities due to physical or mental conditions, I will immediately discontinue my participation.

3. I will only enter upon the Property and participate in the Shooting Activities if either (i) I am accompanied by a member, manager, officer, or expressly authorized party of Railside Ranch, LLC, or (ii) I have received written permission from a member, manager, officer, or expressly authorized party of Railside Ranch, LLC specifically referencing the date and time of my entry upon the Property.

4. I will obey any and all safety directives or warnings given to me by a member, manager, or expressly authorized party of Railside Ranch, LLC, in addition to all applicable laws, regulations, ordinances, etc. pertaining to the Shooting Activities. I further acknowledge that any of such persons may order me to leave and remove my belongings from the Property at any time.

5. I warrant and represent to the Released Parties that (i) I am not legally restricted from possessing or using firearms, (ii) I am not/will not be under the influence of drugs or alcohol at the time of my entry upon the Property, and (iii) I have adequate insurance to cover any injury or damage that I may suffer or cause while participating in the Shooting Activities at the Property (or else I agree to bear the costs of such injury or damage myself).

6. In addition to my agreement above to indemnify the Released Parties, I will be liable for all costs and expenses (including attorney's fees) incurred by the Released Parties as a result of enforcing this instrument against me.

7. This instrument will be governed by, construed, and enforced in accordance with the laws of the State of Michigan. Further, whenever possible, each provision will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision is held to be invalid, illegal, or unenforceable, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability without invalidating the remaining provisions.

BY SIGNING THIS INSTRUMENT, I HEREBY ACKNOWLEDGE AND AGREE THAT I AM LEGALLY AUTHORIZED AND COMPETENT TO SIGN AND I HAVE READ AND UNDERSTAND ALL PROVISIONS CONTAINED IN THIS INSTRUMENT. ADDITIONALLY, I ACKNOWLEDGE THAT I HAVE THE RIGHT TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING; PROVIDED, HOWEVER, THAT I WILL NOT BE PERMITTED TO ENTER UPON THE PROPERTY AND PARTICIPATE IN THE SHOOTING ACTIVITIES WITHOUT SIGNING.

**Releasing Party**

*[If under the age of 18, a parent/guardian must sign]*

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Emergency Contact Information:**

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

Contact Information: \_\_\_\_\_