

BRIAR RABBIT LLC.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in gun club or hunting activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence: Briar Rabbit and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I acknowledge that gun club or hunting activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death or serious injury as a result of being shot or as a result of equipment malfunction; hearing loss; loss of vision; broken bones, bruises and other bodily injuries caused by falls; medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Telephone ( ) \_\_\_\_\_ Date \_\_\_\_\_

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_
(If notarization is necessary, please sign & stamp this side of form.)

**BRIAR RABBIT LLC DBA BRAIR RABBIT GUN RANGE  
SHOOTING SPORTS RANGE RULES**

1. All members & guests must sign a range log book each time they visit the range.  
Also please show your membership card when signing in.
2. Anyone under the age of 18 must be accompanied with a parent.
3. Eye & Ear protection must be worn at all times while on the range.
4. No one being or suspected of being under the influence of alcohol/drugs will be allowed on the range.
5. Inexperienced shooters should be accompanied w/ an experienced shooter.
6. Always keep firearms pointed down range & unloaded until ready to use.
7. Do not lay a firearm down unless it is unloaded. Do not hand a loaded firearm To another person.
8. Shoot at designated targets only.
9. Use of armor piercing or similar type ammo is PROHIBITED.
10. Destroying or damaging property will result in dismissal from the range & Possible loss of membership.
11. Shooting wildlife on range property is prohibited.
12. Use only the correct ammunition for your firearm & ensure its safe to operate.
13. Throw your trash away in receptacles provided.
14. Never permit the muzzle of a firearm to touch the ground.
15. When using the pistol range, make ready & shoot only within the concrete walled area of the shooting bay. ABSOLUTELY NO shooting from within the shelter area.
16. Treat every firearm as if it is loaded, & keep finger off the trigger until you are Ready to shoot.
17. When the rifle range is called cold, then shooters are required not to handle their Firearms.

I have carefully read the range rules & regulations. I fully understand the effects of this release. No threats, promises, inducements or any other agreements have been made between Briar Rabbit LLC & myself. By my signature I hereby certify that I have read & agree to abide by all rules/regulations. I agree that I am responsible for any family members/guests that I bring to the range. I agree I will not sell, leave, loan or give my membership to any other person/persons. I agree that any repeat violation of any rule may be grounds for immediate revocation of all range privileges/membership card & no refunds will be given. I recognize that I am personally responsible for practicing safe firearm procedures at all times. I do hereby agree to release, hold harmless & indemnify Briar Rabbit LLC. & their employees personally & in their official capacities from any & all Liability, claims, actions, suits, losses, & costs or related causes of action for damages arising in any way from my participation & actions at Briar Rabbit Gun Range. I assume all risks to myself & /or to my personal property. I recognize that engaging in any high risk training & shooting activity has a potential for bodily injury, serious physical harm or death. More particularly, injury or serious physical harm could result from slips & falls, Accidental firearms discharge, ammo ricochet & splatter, weapon malfunction, insect bites & stings, electric shock, strenuous physical exertion. This waiver contains the entire agreement between Briar Rabbit LLC/DBA Briar Rabbit Shooting Range and myself.

\_\_\_\_\_ Signature \_\_\_\_\_ Date  
\_\_\_\_\_ Printed name \_\_\_\_\_ Phone #