

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR GUEST OF
MARSHFIELD SHOOTING CLUB, INC.

In consideration of participating in shooting club activities as a guest, I hereby agree to release and discharge from liability for any injuries or losses I sustain now or at anytime in the future Marshfield Shooting Club, Inc., and its owners, directors, officers, employees, agents, volunteers, members, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of my myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that shooting club activities involve inherently dangerous risks, as well as known and unknown 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 quality 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. Damage to motor vehicle(s): I expressly waive or give up any legal rights and remedies I may have against Marshfield Shooting Club, Inc. in the event a motor vehicle owned or used by me is damaged while on Marshfield Shooting Club, Inc. property or adjacent to Marshfield Shooting Club, Inc. property.
5. I agree to allow myself and my family to be photographed or video-taped while on Marshfield Shooting Club, Inc. property for promotional purposes.
6. 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.
7. In the event that I file a lawsuit, I agree to do so solely in the County of Webster and State of Missouri where the Marshfield Shooting Club, Inc. facility is located, and I

further agree that the procedural and substantive law of the State of Missouri shall apply to any lawsuit or litigation.

8. Severance clause: 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 as a guest of the Marshfield Shooting Club, Inc., then I may be found by a court of law to have waived my right to maintain a lawsuit and recover damages from the parties being released on the basis of any claim for injuries or loss I may suffer now or in the future.

This release shall be valid from the date signed and shall include any future visits as a guest that I may make to the Marshfield Shooting Club, Inc.

I have read and understand this document and I agree to be bound by its terms.

Date: _____

Guest Signature _____

Guest Print Name: _____

Address _____ City _____

State _____ Zip _____ Telephone: _____

GUEST RELEASE 10-15-2020