

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

Valid Thru: Month _____ Day _____ Year _____

In consideration of the services of 5 Dogs Range, Inc., their agents, owners, officers, volunteers, participants, employees and all other persons, or entities acting in any capacity on their behalf (hereinafter collectively referred to as "5 Dogs"), I hereby agree to release and discharge 5 Dogs, David C. Olds, Frances Olds, and Kristine Busby, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that Range Shooting entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things:

Serious injury or death resulting from my own misuse of a firearm, or the negligent conduct of another participant in the activity; failure of loads, or firearms to operate properly; damage to my hearing or eyes, or other parts of my body as a result of the use of the firearm; all risks inherent in the sport and activity of shooting in the use of firearms; acts or omissions of 5 Dogs; latent or obvious defects or conditions in the equipment, firearms, course or facilities of 5 Dogs, or other persons; unexpected or accidental discharge of firearms; broken or failed mechanisms, equipment, firearms, targets or components of the facilities; contact on any part of the body by rounds, bullets, or projectiles; loud noises, sounds or impact caused by or associated with the use of firearms; my own physical condition, or my own acts or omissions; first aid, emergency treatment, or other treatment rendered by 5 Dogs, or others, or the lack thereof; failure to obey range rules, or commands of 5 Dogs employees; failure to use eye and ear protection; and failure to use safe practices while on the range. Additionally, I also recognize that other ordinary risks such as tripping or slipping and falling during the course of the activity are possible.

I also understand that it is essential to follow the oral and written instructions provided to me by 5 Dogs, and I agree to do so. I understand that my failure to read instructions, failure to follow the directions of the shooting instructor or the range master could result in serious injury or death to myself or others, and therefore agree to abide by the rules of 5 Dogs with regards to operation of the range. I also recognize that my own failure to fully **understand** the rules or instructions provided to me by 5 Dogs regarding safety and operation of the firearms could result in serious injury to myself or others, and therefore agree to advise 5 Dogs as to those aspects of the operation or safety involving the use of the firearms which I do not understand, and request clarification, before participating in any 5 Dogs activity.

Furthermore, 5 Dogs employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless 5 Dogs from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or the participation of my guests use of 5 Dogs' equipment or facilities, **including any such Claims which allege negligent acts or omissions of 5 Dogs.**
4. Should 5 Dogs, 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.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against 5 Dogs on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Date: _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by 5 Dogs to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless 5 Dogs from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

(Additional minors included by release:)