



RELEASE, WAIVER, AND INDEMNITY AGREEMENT

WARNING: THE HANDLING & USE OF FIREARMS, BOWS, AND OTHER WEAPONS AND THE PROXIMITY TO OTHERS HANDLING & USING SUCH WEAPONS IS INHERENTLY DANGEROUS AND MAY RESULT IN PARALYSIS, SERIOUS INJURY, OR DEATH.

I, the undersigned, acknowledge that I and/or my minor child/children have voluntarily requested to participate in outdoor and hunting related activities held, sponsored, and/or organized by the Alexandria Chapter, Izaak Walton League of America, Inc. (the "Club"), including but not limited to archery and firearm related activities such as handling, maintenance, loading, shooting, instructional courses, etc., fishing, camping, boating, and hiking and to use the facilities located on the real property owned, leased, and/or used by the Club and/or on which any Club organized and/or sponsored events are or will occur (collectively, the "Club's Property"), (collectively, the "Activities").

IN CONSIDERATION for being permitted to enter upon the Club's Property, for being permitted to participate in or observe the Activities, and/or to otherwise use the Club's facilities and personal property, I on behalf of myself, my heirs, personal representatives and assigns, agree to the provisions set forth below:

1. I have read and understand, and freely and voluntarily enter into this Release, Waiver, and Indemnification Agreement (this "Release") with the Club, and I hereby voluntarily, knowingly and unconditionally release, waive, discharge, hold harmless, and covenant not to sue, make a claim against the person(s) or property of or otherwise prosecute or file any suit or other action against the Club, or any affiliate organization, officers, directors, managers, members, agents and/or employees of the Club (hereinafter collectively referred to herein as "Releasee"), whatsoever, including but not limited to any claim, loss, cost, damage or liability (a) caused by or related Releasee's negligence; (b) arising from known and/or unknown conditions on the Club's Property; and/or (c) relating to any injuries, death, or property damage arising from the observation and/or participating in the Activities and/or the use of the Club's facilities and/or personal property and/or my failure to understand any direction from Releasee relating to any Activity and/or use of the Club's facilities and/or personal property.

2. I fully understand that participating in the Activities is or may be very dangerous. I further acknowledge and understand that there are certain intrinsic dangers and/or conditions arising from handling and/or being around other persons handling firearms and other weapons and/or participating in outdoor related activities. Such dangers and conditions, include but are not limited to (i) the potential for serious injury, harm, or death from the handling, use, maintenance, and discharges of firearms, bows, and other weapons; (ii) the potential for serious injury, harm, or death arising from the handling, use, maintenance, and/or discharge of ammunition, including bullets, arrows, bolts, and/or other projectiles, (iii) the potential for serious injury, harm, or death arising from using watercraft, boats, and/or participating in water related activities, (iv) certain hazards such as surface and subsurface land and water conditions and weather conditions; (v) certain hazards associated with the outdoors such as encounters with animals, insects, and/or inhospitable plants, and (vi) the potential for myself or others to act in a negligent manner that may contribute to injury to myself or others, such as failing to properly handle, use, maintain, and/or discharge a firearm, weapon, and/or ammunition of any variety.

3. I recognize and agree that the Club has no duty to monitor my observation and/or participation in the Activities and/or in any other use of the Club's Property, facilities, and/or personal property. I further agree and represent that I am in good physical and mental health and condition and that I have sufficient skill and knowledge regarding (a) the handling, use, maintenance, and discharge of firearms and other weapons; (b) my participation in and/or observation of any Activities; and/or (c) the use of the Club's Property, facilities, and/or personal property, such that I am able to make all decisions regarding the safety, prudence, or value of engaging in any Activity or using the Club's Property, facilities, and/or personal property, whatsoever, without regard to any direction, advice, or lack thereof from the Club or any Releasee.

4. I hereby agree to indemnify, defend, and hold Releasee harmless from and against any claim, loss, liability, damage, or cost that Releasee may incur due to my presence, any act or omission by me while I participate in or observe any Activity, and/or my use of the Club's Property, facilities, and/or personal property, whether caused by the passive or active negligence of Releasee or me or any other party.

5. I expressly agree that this Release is intended to be as broad as is permitted by the laws of the Commonwealth of Virginia. I further agree that if any provisions of this Release is held to be invalid, the balance of this Release shall remain enforceable and continue in full force and effect.

6. I warrant that the covenants and agreements herein are enforceable, true, and correct and understand that the Club has relied on the same as a condition to entering into this Release and in giving me permission to participate in the Activities and/or to use the Club's Property, facilities, and/or personal property.

7. I agree that if I cause damage to any of the Club's Property, facilities, and/or personal property, I will pay as damages to the Club, the fair market value of the damaged property immediately prior to the date of damage or loss.

8. In exchange for being permitted to observe and/or participate in the Activities and/or to use the Club's Property, facilities, and/or personal property, and fully understanding the risks such, in addition to the foregoing:

- a. I hereby release the Releasee from any liability whatsoever arising from or related to my election to participate in or observe the Activities and/or to use the Club's Property, facilities, and/or personal property.
- b. I agree to indemnify, defend, and hold the Releasee harmless from any liabilities, claims, and/or suits, including attorneys' fees, arising from, by, or on behalf of any minor children, spouses, guests, or other persons I bring, invite, or otherwise cause to be present upon the Club's Property.
- c. I agree to compensate or reimburse Releasee for any costs, expenses, or damages, including attorneys' fees, resulting from or related to any claim brought against Releasee for property damage, personal injury, and/or death, which arise as a result of my passive or active negligence and/or any other act by me, whether or not intentional, while participating in or observing the Activities and/or otherwise using the Club's Property, facilities, and/or personal property.
- d. I agree that any unsafe act, including the use of alcohol and/or the use of controlled substance(s) and/or the improper handling or use of any firearm, weapon, and/or ammunition will be cause for immediate expulsion from any Activity and/or the Club's Property.

9. I agree that should any dispute or claim arise against or related to any Releasee, under this Release, and/or concerning my participation in and/or observation of the Activities and/or my use of the Club's Property, facilities, and/or personal property, such claim or dispute shall be subject to binding arbitration administered and conducted by the McCammon Group, which shall proceed in accordance with the McCammon Group's standard arbitration rules governing at the time the claim is initiated. I further agree that the laws of the Commonwealth of Virginia shall govern any arbitration and that the fees for arbitration shall be borne entirely by the substantially non-prevailing party.

10. I understand and agree that this Release shall remain valid unless expressly revoked by the Person, Parent, or Guardian of the minor voluntarily entering into this Release. The revocation shall be in writing, which shall be delivered to _____. Such revocation shall become effective thirty (30) days after delivery to the aforesaid party.

NOTICE: All persons are REQUIRED to wear protective eye and ear wear while on any of the Club's firing ranges.

Person voluntarily entering into this Release, Waiver, and Indemnification Agreement:

Date: _____ Signature: _____
Printed Name: _____

If a minor, person representing himself/herself to be the lawful Guardian under this Release, Waiver, and Indemnification Agreement and entering it on behalf of himself/herself and said minor:

Date: _____ Printed Name of Minor: _____
Guardian Signature: _____
Printed Name of Guardian: _____

Name and phone number of emergency contact: _____