



## Pemigewasset Valley Fish and Game Club, Inc.

### **LIABILITY RELEASE, INDEMNIFICATION & ASSUMPTION OF RISK ("RELEASE")**

Pemigewasset Valley Fish and Game Club, Inc. ("PEMI"), a nonprofit corporation

Must be completed, at each Event, by every Non-member Event Participant or Attendee (including minors) at the Pemigewasset Valley Fish and Game Club, Inc.

1. In consideration of being allowed on the premises of **PEMI** or to participate in any activities at **PEMI** I hereby voluntarily agree to assume any and all risks associated with shooting at **PEMI**, including gross negligence. **I understand the risks and hazards involved. Shooting may be considered a dangerous activity, with the risk of potentially life threatening injuries and potential exposure to lead and airborne lead particles. I assume the risk of any and all injuries I may suffer due to the physical condition of PEMI including all driveways, sidewalks, and pathways on which I may walk, the negligence of PEMI equipment failures, defective equipment, acts of God & the acts or omissions of shooters or others who may be at, on, or near PEMI, whether with or without permission of PEMI. I agree to indemnify and hold PEMI harmless for any injuries I may suffer.** I hereby consent to receive any medical treatment which may be deemed advisable in the event of injury, accident and/or illness I may suffer during the activities at **PEMI** and I agree I shall be responsible for the payment of same.

2. I understand there will be other persons shooting, and/or carrying firearms at **PEMI** and I agree to act prudently and carefully to avoid causing them any injury. I certify that I am, or will be, familiar with the safe use and operation of any firearms I may use while at **PEMI**. I have read, and I am familiar with the rules of shooting and firearm safety, as well as the specific shooting range rules of **PEMI** (copies available). On behalf of myself, my estate, my heirs, and assigns, I agree to indemnify and hold harmless **PEMI**, its Board, employees, agents, representatives, assigns, members, instructors and volunteers from any judgment, actions, attorney's fees, claims, costs, damages, demands, expenses, liabilities, losses, suits, and procedures regardless of cause. I hereby release **PEMI**, its Board, employees, agents, representatives, assigns, members, instructors and volunteers from any and all liability, regardless of cause, **including gross negligence** caused by the acts or omissions of myself or others, for all personal injury I may suffer, up to and including death, and/or disability due to the acts and/or omissions of whatsoever kind and nature, including but not limited to those caused by negligence, including gross negligence that occur because of my presence and participation in activities at **PEMI**. **This RELEASE** includes property damage and theft. I will not cause to be brought, nor encourage to be brought, a claim or suit against **PEMI**. I also agree not to cooperate in the bringing of such a suit or claim except insofar as I may legally be required to do so.

3. I understand that both commercial and noncommercial still, audio/video and/or motion picture photography & audio recording may occur during my presence at **PEMI** and as long as I am in the general area, I may be incidentally included in such photography. I hereby grant **PEMI**, its agents, volunteers, sponsors, beneficiaries, heirs and assigns the right to use my photographic image and video recording(s) of me in the promotion of the shooting sports or

**PEMI** in general as it chooses in its sole discretion without compensation to me. I consent to security audio and video recording in all public space.

4. If any portion of this **RELEASE** is found to be invalid, the offending portion shall be stricken and the remainder shall remain binding, and in full force and effect. ***By signing this RELEASE, I hereby waive my right to jury trial and agree to be subject to binding arbitration according to the American Arbitration Association rules.***

5. This release shall remain in full force and effect with no expiration for time or other reasons. I understand that it is my responsibility to consult with a physician prior my participation in the shooting sports. I represent that I am physically fit and have no medical, psychological, or other condition which would prevent my full participation in events at **PEMI**.

6. I hereby certify that I am not legally prohibited from possessing, selling, owning or transferring firearms under New Hampshire or federal law, and I am not a member of an organization that advocates the violent overthrow of the United States Government.

**I have read the above RELEASE and INDEMNIFICATION, understand and agree to its contents.**

\*\*\* If individual is a minor (under 17 years of age), Parent or Guardian must also sign below.

\_\_\_\_\_  
Name (please print) Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code ( ) Phone Number

\*\*\*I hereby swear or affirm that I am the lawful guardian of the above listed minor(s) and have the lawful authority to sign this **RELEASE** and **INDEMINIFICATION** on his/her behalf.

\_\_\_\_\_  
**Printed Name of Parent or Guardian:**

\_\_\_\_\_  
**Signature of Parent or Guardian**