



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 of Guardian