



Five Rivers Council, B.S.A.  
244 West Water Street  
Elmira, New York 14901

Phone: 607-732-9047  
Fax: 607-732-9055

Arnot Mall Service Center  
Phone: 607-796-0699  
Fax: 607-796-5101

## WAVIER OF LIABILITY & HOLD HARMLESS AGREEMENT

As in all clay target shooting sports, there is the possibility of fragment deflection off trees, targets, and other solid objects on the shooting course. Likewise pieces of clay targets (and even whole targets) may fall near or even strike the shooter. For all of these reasons, the use of protective shooting glasses and ear protection is required.

1. I understand the inherent risks involved in recreational sport shooting, and by my signature, I hereby **RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS** the Five Rivers Council, BSA and the Painted Post Field & Stream Club, its employees, officers, volunteers and their immediate families from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my person, or to any property belonging to me, while participating in the BSA Clay Shoot to be held on the property of the Painted Post Field & Stream Club, property located at 320 Beartown Road, Painted Post, NY 14870, on Saturday, , 2017.
2. I am fully aware of the risks and hazards connected with participating in this event, including the risk of physical injury, disability, or death. I am voluntarily participating in said activity and am entering onto the above named premises to engage in such activity. I **VOLUNTARILY ASSUME FULL REPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH** that may be sustained, or any loss or damage to property as a result of being engaged in the **EVENT**.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the Five Rivers Council, BSA and Painted Post Field & Stream Club from any loss, liability, damage or costs that I may incur due to participation in this event.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, my spouse (if any), and my heirs, assignees and personal representatives, and shall be deemed as a **RELEASE, WAIVER, AND DISCHARGE** of the Five Rivers Council and Painted Post Field & Stream Club. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.
5. I understand that neither the Five Rivers Council, BSA nor Painted Post Field & Stream Club will be responsible for any medical costs associated with any injury arising from participating in the event.
6. I further agree to become familiar with the rules and regulations (verbal or written) of this event. I will further assume complete risk of any activity done in violation of any rule, directive, or instruction.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and no statements or inducements, apart from the foregoing written agreement, have been made; I am fully competent and I execute this Release for full, adequate, and complete consideration (including without limitation participating in this event, fully bound by the same.**

Participant's Signature: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_