

BUCCANEER GUN CLUB, INC.

GUEST RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to access, be present in or upon, or use the facilities or property (collectively, the "**Property**") of the Buccaneer Gun Club, Inc. (the "**Club**") and/or observe or participate in the shooting sports and other activities (the "**Activities**") at the Club. In consideration of being permitted by the Club to access, be present in or upon, or use the Property, and/or observe or participate in the Activities, and in recognition of the Club's reliance hereon, I agree to all of the terms and conditions set forth in this document (this "**Release**").

I UNDERSTAND THAT THE ACTIVITIES, AND MY ACCESS TO, PRESENCE IN OR UPON, OR USE OF THE PROPERTY, ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I UNDERSTAND THAT LOADED FIREARMS ARE REGULARLY USED AT THE PROPERTY; THERE IS A RISK OF MISFIRES, RICOCHETS, ILLNESS DUE TO EXPOSURE TO LEAD, OR OTHER HARM OR ACCIDENTS FROM FIREARMS; AND VISITORS, MEMBERS, GUESTS, VOLUNTEERS, COMPETITION PARTICIPANTS, AND OTHERS WILL BE TARGET SHOOTING, ENGAGING IN SHOOTING-RELATED SPORTS AND ACTIVITIES, AND HANDLING LOADED AND UNLOADED FIREARMS AT THE PROPERTY. I ACKNOWLEDGE THAT ANY INJURIES I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CLUB, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE CLUB. DESPITE THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING, BEING PRESENT IN OR UPON, OR USING THE PROPERTY, AND/OR OBSERVING OR PARTICIPATING IN THE ACTIVITIES, WITH KNOWLEDGE OF THE DANGER INVOLVED, AND I AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY ACCESS TO, PRESENCE IN OR UPON, OR USE OF THE PROPERTY, OR THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE CLUB OR OTHERWISE.

I, on behalf of myself and my heirs, personal representatives, and assigns, expressly forever, irrevocably, and unconditionally release, discharge, and hold harmless, to the fullest extent permitted by applicable law, the Club, and its members, officers, directors, volunteers, employees, representatives, successors, agents, affiliates, and assigns, and their respective heirs, personal representatives, successors, and assigns (collectively, "**Releasees**"), of, from, and against any and all actions, causes of action, proceedings, claims, complaints, allegations, damages, losses, liabilities, lawsuits, and demands, regardless of the theory on which they may be based (whether contract, equity, tort, fraud, warranty, strict liability, or any other theory of liability or contribution), whether known or unknown, on account of injury, disability, death, property damage (including, without limitation, my own injury, disability, or death, or damage to my property), or any other event or occurrence attributable to, arising or resulting from, or connected with my access to, presence in or upon, or use of the Property, or my participation in the Activities, whether arising out of or caused by, directly or indirectly, in whole or in part, any act, omission, or negligence of (a) myself, (b) the Club, (c) any of the Releasees, (d) any minor, guest, or visitor invited by me or who accompanies me to the Property, (e) any minor with respect to whom I am the parent or legal guardian, or (f) any other person or entity (each, a "**Claim**" and collectively, the "**Claims**"). I agree not to bring any Claim against the Club or any other Releasee, and I forever release and discharge the Club and all other Releasees from liability under such Claims.

I shall defend, indemnify, reimburse, and hold harmless the Club and each of the other Releasees for, from, and against any and all losses, damages, liabilities, deficiencies, claims, actions, demands, judgments, settlements, interest, awards, penalties, proceedings, fines, costs, or expenses (including reasonable attorney fees and expenses, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers) (collectively, "**Losses**"), incurred by, suffered or awarded against, or threatened against, the Club or any of the Releasees attributable to, arising or resulting from, or connected with, directly or indirectly, in whole or in part, (a) my access to, presence in or upon, or use of the Property, (b) my participation in the Activities, (c) the access to, presence in or upon, or use of the Property by any minor, guest, or visitor invited by me or who accompanies me to the Property, or any minor with respect to whom I am the parent or legal guardian, or (d) participation in the Activities by any minor, guest, or visitor invited by me or who accompanies me to the Property, or any minor with respect to whom I am the parent or legal guardian, including, without limitation, any Losses resulting from or caused by, directly or indirectly, in whole or in part, any act, omission, or negligence of the Club or any of the Releasees.

I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities or at any time that I am located in or upon, accessing, or using the Property. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation. I release, forever discharge, and hold harmless the Club and each of the Releasees from any claim based on such treatment or other medical services.



This Release shall take effect on the date set forth below and remain in full force and effect at all times thereafter. For avoidance of doubt, and not in limitation of the above, this Release shall apply at all times with respect to my access of, presence in or upon, or use of the Property, or my participation in the Activities. This Release constitutes the sole and entire agreement of the Club and me with respect to this subject matter and supersedes all prior agreements, representations, and warranties, both written and oral, with respect to this subject matter. All covenants, obligations, releases, and other provisions of this Release shall survive any termination or expiration of this Release. If any provision of this Release is unenforceable, invalid, or illegal in any jurisdiction, such unenforceability, invalidity, or illegality shall not affect any other provision of this Release or invalidate such provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Club and me and each of our respective heirs, personal representatives, successors, and assigns. All matters relating to this Release shall be governed by and construed in accordance with the internal laws of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of North Carolina or any other jurisdiction). Any claim or cause of action arising under this Release may be instituted and prosecuted solely in the state courts located in Brunswick County, North Carolina or the federal courts in the Eastern District of North Carolina, and I consent to the exclusive jurisdiction of such courts and waive any and all defenses to venue and jurisdiction over the person.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE WITH ALL OF THE TERMS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CLUB AND THE RELEASEES. I FURTHER ACKNOWLEDGE THAT AS A GUEST OF BGC, I UNDERSTAND THAT ANY FEES FOR MY VISIT WILL BE PAID BY MY BGC HOST MEMBER.

ADULT GUESTS: *Sign here as an individual 18 years of age or older.*

PRINT FULL LEGAL NAME: _____ DATE OF BIRTH: _____

SIGNATURE: _____ DATE: _____

 **PRINT NAME OF BGC MEMBER HOSTING YOUR VISIT:** _____ 

FOR MINOR GUESTS: *Sign here as the PARENT OR LEGAL GUARDIAN OF A CHILD UNDER THE AGE OF 18.*

I understand I can only sign here if I am the parent or legal guardian of the minor named below. I have the legal right to consent and agree to, and by signing below, I do consent and agree to all terms and conditions of this Release on behalf of the minor named below.

PRINT FULL LEGAL NAME OF **MINOR**: _____ DATE OF BIRTH: _____

PRINT FULL LEGAL NAME OF PARENT/LEGAL GUARDIAN: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____ DATE: _____

Print Witness Name: _____ Date: _____

Witness Signature: _____