

Elkins Fish & Game Club Guest Waiver Form

INSTRUCTIONS:

All guests must submit this form each time they are at the range. Please read the following, then at the bottom of the form, legibly print your name, sign your name, date the form, and enter the name of the member you came with. Children under the age of 18 must also have this form signed by their parent or guardian.

Once the form has been completed, fold the form and deposit it in the metal box labeled "GUEST FORMS". We thank you for your cooperation.

LIABILITY RELEASE, INDEMNIFICATION, & ASSUMPTION OF RISK

in consideration for being allowed on the premises to participate in shooting activities at or sponsored by ELKINS FISH and GAME CLUB, INC. ("EFG"), a nonprofit corporation

1. In consideration of being allowed on the premises of **EFG** or to participate in any shooting activities at or sponsored by **EFG**, **I hereby voluntarily agree to assume any and all risks associated with shooting at EFG. I further acknowledge that the use of firearms and/or archery equipment is an inherently dangerous activity with the risk of potentially life threatening injuries, and potential exposure to lead and airborne lead particles and assume the risks of using and being in close proximity to said items on the property of EFG or at any other venue where the club is conducting activities or events. I assume the risk of any and all injuries I may suffer due to the physical condition of EFG, the negligence of EFG, equipment failures, defective equipment, acts of God, and the acts or omissions of participants, members, shooters, instructors or others who may be at, on, or near, EFG, whether with or without permission of EFG. I agree to indemnify and hold EFG harmless for any injuries.** I hereby consent to receive medical treatment and be responsible for the payment of same, which may be deemed advisable in the event of injury, accident and/or illness during the activities at **EFG**.

2. I understand there will be other persons shooting, and/or carrying firearms at **EFG** 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 **EFG**. I have read and I am familiar with the rules of shooting and firearm safety, as well as the specific range rules of **EFG** (a copy of which is displayed at the range).

3. On behalf of myself, my estate, my heirs, and assigns, I hereby release **EFG**, its directors, officers, employees, agents, representatives, assigns, members, instructors and volunteers from any and all liability of and from any and all manner of action and actions, claims, suits, damages, judgments and demands of any kind whatsoever, whether now or in the future, at law or in equity, that results or may result from any and all activities and/or events conducted by **EFG** at its property or at any other venue, regardless of cause, including injuries due to negligence, up to and including death, or property damage or theft I may suffer because of my presence and participation in activities at **EFG**, which may be caused by my own or others' negligence. I specifically release **EFG** for myself, my estate, my heirs, and assigns from liability for any personal injury, death, disability, and acts and/or omissions of whatsoever kind and nature including, but not limited to, those caused by negligence including, *but not limited to, those acts and/or omissions of other participants, members, shooters, instructors or others who may be at, on, or near, EFG's shooting range(s), whether with or without permission of EFG, or any other venue where EFG is sponsoring an event.*

4. I understand that both commercial and noncommercial still, audio/video and/or motion picture photography may occur during my presence on **EFG** property or during an **EFG** sponsored event and as long as I am in the general area, I may be incidentally included in such

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photography. Should I wish to be excluded from such photography, I understand that it is my responsibility to be aware of photographic activity and remove myself from the area or event being photographed or recorded. Absent such action on my part, I hereby grant **EFG**, its agents, volunteers, sponsors, beneficiaries, heirs and assigns the right to use my photographic image and/or video recording(s) in the promotion of the shooting sports or **EFG** in general as it chooses in its sole discretion without compensation.

5. If any portion of this release is found to be invalid, the offending portion shall be stricken and the remainder shall remain in full force and effect.

6. I hereby agree that jurisdiction for any action pertaining to this RELEASE or any action I may bring now or in the future against **EFG** shall lie exclusively in the Merrimack County Superior Court, State of New Hampshire and shall be governed exclusively by the laws of the State of New Hampshire without reference to its conflict of laws provisions. By signing this RELEASE, I voluntarily agree to waive my right to trial by jury and agree to pay **EFG's** legal costs and expenses (including attorneys' fees) in any matter I bring against **EFG** where **EFG** is determined to be the prevailing party.

7. I hereby certify that I am not prohibited from possessing, selling, owning or transferring firearms under State or federal law and that the following statements are true and accurate:

- (A) I have not been convicted of a felony that has not been annulled or expunged;
- (B) I have not been convicted of a violation of 18 USC § 922 (part of the Gun Control Act of 1968) that has not been annulled or expunged; and
- (C) I am not a member of an organization that advocates the violent overthrow of the United States Government and that I am not barred by any law from the possession, use, or control of firearms.

I Have Read the Above LIABILITY RELEASE, INDEMNIFICATION, & ASSUMPTION OF RISK and Understand and Agree to its Contents

Name (please print)	Signature
[Note: Minors (children under 18) must have their parent or legal guardian sign below.]	

Name of Parent / Guardian	Parent / Guardian Signature ***
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***I hereby swear or affirm that I have lawful authority, as the legal parent or guardian, to sign this document.

Date: _____	Guest of: _____
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