

Chambersburg Rod and Gun Club, Inc

Release from Liability and Waiver or Claims

Release and Waiver executed on _____ (date), by _____ (name) of _____ (address), _____ (State), _____ (zip code) to the Chambersburg Rod and Gun Club, Inc., its officers and members.

I, releasor, being of lawful age, (or signed by parent/guardian for minor) in consideration for being permitted to participate in this activity at the Chambersburg Rod and Gun Club, Inc., Chambersburg, PA., do for myself, my spouse, legal representatives, heirs and assigns, hereby release and forever discharge the Chambersburg Rod and Gun Club, Inc., its officers and members, from all liability, for any and all loss or damage, and from any and every claim, demand, action or right of action, of whatever kind of nature, either in law of equity, arising from or by reason of death, or any bodily injury or personal injuries known or unknown, or property damage resulting or to result from any incident which may occur as a result of my participation, whether caused in whole or in part by negligence of releasee or otherwise.

I hereby assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of releasee or otherwise while at the Chambersburg Rod and Gun Club, Inc., and while competing, officiating, working, observing or for any other purpose participating in this activity.

Releasor hereby agrees to indemnify and hold harmless the Chambersburg Rod and Gun Club, Inc., its employees, agents, servants, principles, officers, successors, assigns, insurers, partners, affiliates, subsidiaries, parent entitles and related entities (collectively hereinafter "indemnified Parties") from and against, and to reimburse the indemnified parties with respect to, any and all claims, demands, actions, causes of actions, loses, damage, liabilities, costs and expenses (including reasonable attorney's fees and other cost and expenses incident to any claim, suit, action of proceeding) arising out of or resulting from Releasor's participation as a shooter, trapper, observer, or volunteer, occurring on the premises of the Indemnified Parties, or from any goods or services provided by the Indemnified Parties. This provision shall be broadly construed to include the acts of omissions of Releasor and/or Releasor's minor children, including, but not limited to, acts of Releasor's minor children's own negligence, and acts of omissions of the Indemnified Parties, including, but not limited to, acts of the Indemnified parties own negligence.

All disputes shall be resolved by the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch, regardless of Legal residency of the Parties.

I further specifically release the Chambersburg Rod and Gun Club, Inc., its officers and members from any claim whatsoever on account of first aid, or other medical treatment of service rendered me or releasee during my attendance at this activity.

I agree that this release and waiver contracts the entire agreement between myself and the Chambersburg Rod and Gun Club, Inc., and the terms of this release and waiver are contractual and not a mere recital.

I agree that this release and waiver agreement is intended to be as broad and inclusive as permitted by law, and that if any portion or it is held invalid, the balance of it will, notwithstanding, continue in full legal force and effect.

I have carefully read this release and waiver and understand all it's terms. I execute it voluntarily and with full knowledge of its significance. In witness whereof, I have executed this release and waiver at the Chambersburg Rod and Gun Club, Inc.

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| <u>Member/ Minor signatures</u> | or | <u>Guest Signatures (if appropriate)</u> |
| _____ (Participant) | | _____ (Guest) |
| _____ (Parent/Guardian for Minor) | | _____ (Member & Member #) |
| _____ (Witness) | | _____ (Print Member name) |