

**ACTION PISTOL HD CLUB WAIVER AND RELEASE OF LIABILITY, ASUMPTION OF RISK, AND INDEMNITY AGREEMENT**

In consideration for permitting me (and minor children) access to the Action Pistol HD Club located at 30200 Del Oro Rd., Lucerne Valley, CA 92356 (the "Premises") and to participate in self-administered or instructor-administered live ammunition firearms activities, I, for legal representative, my successors, heirs, next of kin and myself:

\_\_\_\_\_ HEREBY ACKNOWLEDGE that firearms and firearm ammunition may be hazardous in nature and may cause substantial initial injury to persons and property. I recognize the inherent dangers associated with shooting including, but not limited to: loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the Premises. I also acknowledge the presence on the Premises of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises.

\_\_\_\_\_ With these facts in mind, I VOLUNTARILY ASSUME ALL RISKS OF INJURY to my person and property, and WAIVE the right to bring any and all claims against Action Pistol HD Club, or its officers, directors, members, employees, agents, administrators, successors and assigns (hereinafter collectively the "Related Parties") from all claims, demands, and causes of action, foreseen and unforeseen, related to or arising out of death, personal injury, sickness, damages to property, or property rights and every other loss and expense arising out of or in any way connected with participation in firearm activities on or appurtenant to the Premises. I will not take any legal action contrary to this RELEASE OF LIABILITY

\_\_\_\_\_ I further WAIVE for myself and for my executors, legal representatives, successors, heirs, and next of kin, any rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against Action Pistol HD Club and any of the Related Parties, which may in anyway whatsoever, arise out of, be related to, or be connected with any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs and next of kin, hereby EXPRESSLY RELEASE Action Pistol HD Club and all of the related Parties from any and all such claims and liabilities.

\_\_\_\_\_ I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but not limited to, instruction in firearms are inherently dangerous, and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in range or firearms training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of Action Pistol HD Club or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, and hat wildlife may pose additional hazards, which include, but not limited to, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises.

\_\_\_\_\_ I acknowledge that I have read this waiver and release agreement, and, by signing, I VOLUNTARILY AGREE TO EXEMPT and relieve Action Pistol HD Club and all Related Parties from liability for personal injury, property damage, or wrongful death here caused by the negligence of another. I also AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Action Pistol HD Club and any of the Related Parties from and against all claims, losses, damages and costs caused by, arising from, or related to the action of myself, any minors whom I identify below, and those third party for whose conduct I am expressly or implicitly responsible whether such duties arise under this agreement or by operation of the law. Should Action Pistol, HD Club or any of the Related Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE Action Pistol HD Club and any of he Related Parties for such fees and costs. I acknowledge that neither Action Pistol HD Club nor any Related Parties accepts or assumes any liability or responsibility for any acts or omissions that are purportedly the resulted the result of my engaging in activities for which I have expressly assumed the foreseeable risk of danger in such activities.

\_\_\_\_\_ I certify that I may lawfully own and operate firearms within the Sate of California and that I am not disqualified from possessing firearms by operation of California or federal law.

\_\_\_\_\_ I am a parent or guardian of a minor or minors who is/are participating in firearms activities on the Premises. The name of the minor or minors who is/are participating in firearms activities, and about whom my indemnity duties to Action Pistol HD Club apply under this agreement, is/are:

\_\_\_\_\_  
MINOR'S NAME & AGE

\_\_\_\_\_  
MINOR'S NAME & AGE

By signing, I hereby agree  
To the above conditions:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
YOUR PRINTED NAME

\_\_\_\_\_  
YOUR SIGNATURE