

DANVERS FISH AND GAME CLUB, INC.
NEW MEMBER /GUEST RELEASE AND INDEMNITY AGREEMENT

I, _____, of _____
(Print Name) (Print Address)

in consideration of my being allowed to participate in the activities of the Danvers Fish and Game Club, Inc. (“the Club”) whether as a guest of the Club or as a guest of a member of the Club, or as a new member of the Club, hereby **release** the Club, its officers, directors, members and their respective agents and employees, and their heirs, successors, executors, administrators, personal representatives and assigns, and those other persons and organizations affiliated with the Club, from any and all liability, loss, damage, costs, suits and/or causes of action, including but not limited to all demands and lawsuits for bodily and personal injuries or death or property damage (“Claims”) arising directly or indirectly out of my participation in the Club’s activities including, but not limited to those specific activities listed and described below.

The Claims released by me shall include any and all known and unknown claims for, on account of, or in any way growing out of, directly or indirectly, personal injuries or property damage which I may now or hereafter have as well as claims or rights of action for damages which I may have or hereafter acquire as the parent or legal guardian of any minor for whom I may for any reason bring upon the Club premises at any time.

I understand that there are **inherent risks** of serious personal injury involved in the use of firearms (including handguns, rifles and shotguns), archery (bows and arrows), knife throwing, tomahawk throwing, frontier re-enacting, black powder shooting, steel targets, trap shooting, skeet shooting, clay target machines, muzzle loading and the attendance at any events, competitions or practice sessions which involve any of said activities and I freely and voluntarily assume and accept those risks for myself and any minor whom I may for any reason bring upon the premises of the Club for any reason at any time.

Furthermore, I hereby acknowledge that prior to the actual handling or use of any handgun, rifle, shotgun, ammunition (whether smokeless powder or black powder) muzzle loading or primitive firearm, archery (bow and arrow) equipment, knives, tomahawks or any other related equipment to be used by myself or any minor whom I may bring upon the premises of the Club, I have received thorough instruction on the use of such items as are to be used in the activity by myself or such a minor, and that I fully understand the function, operation and safety procedures of each of said items. With regard to any of such items which I myself may bring upon the premises of the Club, I acknowledge that I have been provided with, and have completely read and understand, the manufacturer’s instructions provided to me by the retailer of any such item. I have also read and understand the National Rifle Association’s “Safety Rules” as well as the Club’s Safety Rules and Regulations, copies of both of said documents having been provided to me.

Among the risks which are inherent in the participation and/or observation of the above listed Club activities are the chance of being struck by a ricochet bullet, arrow, tomahawk or knife, the chance of premature or uncontrolled detonation of black powder, the chance of being struck by shotgun pellets or fragments of broken clay targets, the chance of tripping and/or falling on rough, slippery or uneven ground and the chance of being burned or scalded by outdoor fires or injured by inclement weather, among other risks. Said risks as are enumerated above are intended to be illustrative only and not a comprehensive listing of all risks known or unknown to the Club which are inherent in any or all of the activities conducted by Club members or their guests. The undersigned _____ therefore hereby represents and warrants to the Club
(Print Name)

that he/she has taken comprehensive steps of his/her own choice to familiarize himself/herself with any and all safety precautions recommended by the recognized authority and/or governing body (whether state-wide, national or international) of each such activity, for example the National Rifle Association, The Massachusetts Division of Fish and Wildlife, USA Archery, National Muzzle Loading Rifle Association, American Knife Throwers Alliance, the Knife, Ax & Tomahawk Throwing Association or any other appropriate organization that has created and published safety rules and procedures for the activity in which he/she intends to participate or be an observer on Club premises.

This release and indemnity includes a complete release of any and all claims related to the design, selection, installation, maintenance, construction, operation, adjustment, supervision or use of the Club's facilities and equipment, and of any guns, ammunition, knives, tomahawks and archery equipment used in said activities, including but not limited to any claim based upon negligence, breach of warranty, breach of contract, failure to warn or other legal theory and including claims based upon or related to health or safety concerns or dangers arising from or related to lead contamination or other environmental hazards (including but not limited to airborne lead or other harmful dust, particles, fumes or smoke that may lead to or cause respiratory or other illness).

I accept and assume, for myself and the minor, the full and complete responsibility for any injury, death or damage that may directly or indirectly occur to any person (including the minor and myself) which in any way results from the presence of any minor who I bring upon the Club premises at any time for any reason whether or not he or she is participating in any Club activity.

I agree to hold harmless and indemnify the Club and its officers, directors, members, and their respective agents and employees and their heirs, executors, administrators, personal representatives and assigns, from any and all Claims arising from or related to my participation in or attendance at any shooting, knife throwing, tomahawk throwing, archery activity or the use of any gun, ammunition, archery, knife, tomahawk or other equipment or facilities related thereto which are in any way associated with the Club's Activities including Claims arising from the participation of any minor brought upon the Club premises by me.

This agreement is governed by the applicable laws of the Commonwealth of Massachusetts. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, the undersigned, have read and understand this RELEASE and INDEMNITY AGREEMENT as printed on both sides of this document on this _____ day _____, 20____.

Signature: _____
Print Name: _____
Address: _____

WITNESS:
Signature: _____
Print Name: _____
Address: _____
