

## **RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK AGREEMENT**

In return for use of premises and/or participation in any activity at the premises, the Undersigned agrees to the following: To indemnify, hold harmless and defend Santa Clara County Peace Officers Association, and any of its employees, directors, officers, agents, or volunteers (and their heirs, executors, trustees, or beneficiaries) from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms; the Undersigned's participation in discharging firearms; observing the discharging of firearms, participation in or observation of any activity, the use of the range, buildings, land and any use and presence on the premises (the "Premises"); and any and all acts or omissions of the Undersigned or of any third party (including, without limit, licensees, trespassers or business invitees). Should any such claim, demand or lawsuit arise or be asserted in any way related thereto, whether arising under the laws of the United States, California or of any other State, or under any theory of law or equity, the Undersigned will indemnify, hold harmless and defend Santa Clara County Peace Officers Association, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Santa Clara County Peace Officers Association, whether individually, jointly, or in concert with the Undersigned, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

The Undersigned waives any and all rights and claims for damages, losses, demands and any other actions, which exist or which may arise against the Santa Clara County Peace Officers Association, (including, but not limited to any and all injuries, damages or illnesses suffered by the Undersigned or the Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: discharging firearms on the Premises, the use of their sporting equipment of any nature and kind, the Undersigned's presence on or use of Premises for any purpose or activity, whether sponsored by, authorized, assisted, regulated, or not, by the Santa Clara County Peace Officers Association; the Undersigned's own property (whether or not entrusted to Santa Clara County Peace Officers Association), including any patent or latent defect in the premises. Santa Clara County Peace Officers Association shall not be liable for, and the Undersigned hereby expressly releases Santa Clara County Peace Officers Association from, any and all such claims. This waiver is both personal and on behalf of any minor accompanying or associated with the undersigned, even if said minor is not expressly identified below. The Undersigned hereby expressly assumes the risk of entering the Premises and taking part in activities on the Premises, which include, but are not limited to the discharge of firearms and the firing of live ammunition; observing individuals discharging firearms; and/or the use of the premises, club or camping facilities for any purpose, including recreation or business. I acknowledge that my use of the premises, participation in individual and group activities, including the use of firearms or archery involves initiative, problem solving, and entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the hazards of slips and falls; being struck by objects

dislodged or dropped from above or flying through the air, the hazards from using firearms and/or bows and arrows, or the use of firearms or bows and arrows by others, the risks of falling off of equipment, such as stands, or down embankments or off trails, the risk of explosion, or even the exertion of the physical participation in the activity as well as my own known or unknown physical condition. The Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all Santa Clara County Peace Officers Association range rules, any separate rules or procedures required by any activity, the procedures, safety rules, and any and all Range Officer instructions, whether communicated in writing, posted on the premises and/or communicated verbally. This instrument binds the Undersigned and his/her executors, administrators, assignees or heirs and any minor for whom it is signed.

**I have also read and understand the Santa Clara County Peace Officers Association Range Rules. FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER, RELEASE and HOLD HARMLESS AGREEMENT. If you are signing this agreement for a group or an organization that you represent, please sign the following statement:**

**I represent that I am legally authorized to make this agreement for**

**(Name of group or organization :)** \_\_\_\_\_

UNDERSIGNED:

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_