# ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY AGREEMENT ("AGREEMENT")

I, _____, hereby acknowledge that I have voluntarily applied to enter on to and to engage in or to observe shooting and other activities at the Fielding B. Hall Rifle Range (the "RANGE") of the Burbank Rifle & Revolver Club (the "BRRC"). I further acknowledge and understand that "shooting and other activities" includes any and all activities of any kind whatsoever in which I engage or observe while at the RANGE, whether sponsored by the BRRC or not.

**I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons.** The risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. **I understand that such risks cannot be eliminated without compromising the essential qualities of shooting activities. INITIAL _____**

**I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the nature and condition of the RANGE facilities, premises and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on to the RANGE, in using RANGE facilities and in engaging in or observing any activities of any kind whatsoever while at the RANGE.** The hazards include, but are not limited to: slippery, loose or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads; poisonous or dangerous plants, reptiles, insects and other animals; and falling trees and tree branches. **I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the RANGE facilities, equipment, premises and environment. INITIAL _____**

**I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the BRRC has no duty to undertake first-aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries. INITIAL _____**

**I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT the BRRC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any RANGE facilities or equipment, including, but not limited to: firearms, ammunition, eye/hearing protection, and first-aid supplies. INITIAL _____**

As lawful consideration for being permitted by the BRRC to enter on to the RANGE, to use RANGE facilities or equipment and to engage in or observe shooting and other activities at the RANGE, as either a Member or a Guest, I agree as follows:

**I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE RANGE AND IN ENTERING ON TO THE RANGE AND IN USING RANGE FACILITIES OR EQUIPMENT AND IN ENGAGING IN OR OBSERVING SHOOTING AND OTHER ACTIVITIES AT THE RANGE. INITIAL _____**

**I AGREE to assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of my Guests at the RANGE** (I understand that "my Guests" includes any and all persons who are not a Member of the BRRC who enter on to the RANGE, use the RANGE facilities or engage in or observe shooting and other activities at the RANGE as a result of my express invitation, permission or consent). **I agree that I will ensure that each of my Guests read and sign an "Acknowledgement of Risk, Release & Indemnity Agreement." INITIAL _____**

**I AGREE to abide by all BRRC and RANGE Rules, and to ensure that my Guests do so as well. INITIAL _____**

**I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE BRRC and the US Forest Service** (the "USFS") (I understand that "BRRC" and "USFS" includes any and all officers, directors, attorneys, agents, employees, contractors, volunteers, guests and affiliated individuals or organizations of the BRRC and of the USFS.) from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from me or my Guests entering on to the RANGE, using RANGE facilities or equipment, or engaging in or observing shooting and other activities at the RANGE**, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by the BRRC or the USFS. INITIAL _____**

**I AGREE that I, my next of kin, heirs, guardians, representatives and assigns HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the BRRC and the USFS** from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, including reasonable attorneys' fees and costs, that I, my next of kin, heirs, guardians, representatives or assigns, my Guests, or anyone else, may have for property damage, personal injury or death, whether suffered by me, by my Guests, or by anyone else, resulting from me or my Guests entering on to the RANGE, using RANGE facilities or equipment, or engaging in or observing shooting and other activities at the RANGE**, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by the BRRC or the USFS.** **INITIAL _____**

**I ACKNOWLEDGE AND AGREE that this Agreement shall be interpreted and enforced under the laws of the State of California, and that the venue for any action or proceeding shall be the State of California,** without regard for the conflict of law rules of the State of California. **INITIAL _____**

**I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law**, and that if any provision or portion is held to be invalid, void or otherwise unenforceable, I agree and intend that the remaining provisions or portion shall continue and remain in full legal force and effect. **INITIAL _____**

**I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I or my Guests enter on to the RANGE, use RANGE facilities or equipment or engage in or observe shooting and other activities at the RANGE.** **INITIAL _____**

I have carefully read this "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the BRRC.

**I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE BRRC AND RELEASING AND HOLDING HARMLESS BRRC OF ALL LIABILITY.**

**Signed on _____, at _____, California.**

**Signature: _____ Please indicate if Guest _____ or Minor (under age 18) _____**

**Name: _____ Telephone: _____**

**Address: _____**

**I, the undersigned, represent and warrant that I am the Member who invited the Guest, or the Parent or Legal Guardian of the Minor, whose name and signature appear above and hereby grant my permission and consent as to such Guest or Minor. I have read the foregoing "Acknowledgement of Risk, Release & Indemnity Agreement" and fully know and understand its contents and acknowledge and agree to be bound by all its terms and conditions.**

**Signed on _____, at _____, California.**

**Signature: _____**

**Name: _____ Telephone: _____**

**Address: _____**

**9-19-02**