

HORSE POND FISH & GAME CLUB
GENERAL RELEASE & LIABILITY WAIVER

Trap, Pistol, and Rifle SHOOTING, Firearms TRAINING, Archery, and Related ACTIVITIES
SINCE THE USE OF FIREARMS and ARCHERY IS INHERENTLY DANGEROUS, WE REQUIRE ALL SHOOTERS, ARCHERS, AND OBSERVERS TO ASSUME ALL RISKS BY SIGNING AND ACKNOWLEDGING THIS RELEASE AND WAIVER.

I, _____, hereby acknowledge that I have voluntarily applied to participate in and/or observe shooting, firearms training, Archery and other activities on the property of the **HORSE POND FISH & GAME CLUB, Nashua, NH.**

AS LAWFUL CONSIDERATION of being permitted to enter the premises upon which this event is conducted and of being permitted to participate in or observe activities or otherwise use the facility, I, the undersigned, on behalf of myself, my heirs, distributees, legal representatives, next of kin and assigns agree to the provisions set forth below:

1. I hereby release, waive, discharge and covenant not to sue, make a claim against the person or persons or property of or otherwise prosecute the **HORSE POND FISH & GAME CLUB**, or any of their affiliate organizations, officers, directors, members, agents and or employees, for all purpose collectively referred to herein as 'RELEASEES', for liability on account of damage to the property of or injury to the person or death of the undersigned, whether caused from the passive or active negligence of **RELEASEES** or otherwise while the undersigned is participating in or observing the shooting, sporting or related activities being presented by **RELEASEES**.

2. I hereby agree to indemnify and save and hold harmless the **RELEASEES** and each of them from any loss, liability, damage, or cost that **RELEASEES** may incur due to the presence of or any act of the Undersigned while the Undersigned participates in or observes sporting events or related activities being presented by **RELEASEES**, whether caused by the passive or active negligence of **RELEASEES** or otherwise.

3. The Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad as is permitted by the laws of the State of New Hampshire. The Undersigned further agrees that if any provisions of this agreement are held to be invalid, nevertheless, the balance of the agreement shall continue in full force and effect.

4. The Undersigned warrants that the following statements are true and correct and understands that **RELEASEES** have relied on them in entering into the foregoing Release, Waiver and Indemnity Agreements and is giving the Undersigned permission to participate in and/or observing the shooting, sporting and other activities being conducted by **RELEASEES**.

A. No oral presentation, statements or inducements apart from the foregoing written agreement have been made.

B. The **Undersigned is fully aware of the risks and hazards** inherent in entering upon the premises where **RELEASEES** events are being conducted and participating in and/or observing any events held upon said premises knowing the present condition thereof.

C. The Undersigned acknowledges that the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in or observing the activities being conducted by **RELEASEE**.

D. THE UNDERSIGNED IS AWARE THAT THE PARTICIPATION IN OR THE OBSERVATION OF THE SPORT OF SHOOTING WITH LOADED FIREARMS, ARCHERY, AND RELATED ACTIVITIES ARE HAZARDOUS ACTIVITIES. THE UNDERSIGNED DOES VOLUNTARILY PARTICIPATE IN OR OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGERS OF POTENTIAL BODILY HARM. THE UNDERSIGNED HEREBY AGREES TO ASSUME ANY AND ALL RISKS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.

E. The Undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all the rules and regulations of the **HORSE POND FISH & GAME CLUB**.

F. THE UNDERSIGNED AGREES TO COMPENSATE OR REIMBURSE RELEASEES FOR ANY COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEY FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST RELEASEES FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, WHICH ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF THE UNDERSIGNED WHILE PARTICIPATING IN OR OBSERVING THE SHOOTING EVENTS OR RELATED ACTIVITIES CONDUCTED BY RELEASEES.

G. THE UNDERSIGNED AGREES THAT ANY UNSAFE ACT, INCLUDING THE USE OF ALCOHOL AND/OR CONTROLLED SUBSTANCE WHILE INVOLVING THE HANDLING OR USE OF ANY FIREARM OR WHILE ARMED, WILL BE CAUSE FOR IMMEDIATE EXPULSION FROM THE RANGE AND/OR CLUB.

H. THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE COVENANT NOT TO SUE CONTAINED HEREIN, AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT.

I am over the age of eighteen (18) years or, I am signing this agreement on behalf of a person under the age of eighteen (18) years and I covenant that I have all legal authority to act on behalf of such minor person, and I bind said minor, and / or myself to the terms of this agreement.

Date: _____ Name of Minor : _____ AGE _____

Print Name: _____ Signature: _____

Address: _____ Telephone: _____

In case of emergency notify: _____ Telephone: _____

