

ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

____ (Initial) **I FULLY UNDERSTAND, ACKNOWLEDGE AND AGREE** that I have voluntarily applied to participate in, or to observe firearms shooting, firearms training and firearms events at the AMERICANA 1800 ADVENTURE CLUB (hereinafter referred to as the "1800 CLUB"). I further UNDERSTAND, ACKNOWLEDGE AND AGREE, that "firearms shooting, firearms training and firearms events" includes any and all activities of any kind whatsoever in which I engage while at the 1800 CLUB range, whether sponsored by the 1800 CLUB or not, and which also includes any travel to or between stages or ranges or while waiting my turn to shoot or observing others in the act of firearms shooting.

____ (Initial) **I FURTHER FULLY UNDERSTAND, ACKNOWLEDGE AND AGREE** that by their very nature, the use of firearms, training and observation of use is dangerous and inherently hazardous and that accidents which occur while participating in firearms use, training and observation of use can result in damage to property and serious injury and even death and involve both known and unknown, unforeseeable and unanticipated risks which could result in damage or destruction of personal property and physical or emotional injury, or other injury to myself or of other persons. The risks inherent in participating or observing firearms activities include but are not limited to being shot by others or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or absorption or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I UNDERSTAND THAT SUCH RISKS ARE INHERENT IN THE ACTIVITY AND CANNOT BE ELIMINATED WITHOUT COMPROMISING THE ESSENTIAL QUALITIES OF SHOOTING ACTIVITIES.

____ (Initial) **I FURTHER FULLY UNDERSTAND, ACKNOWLEDGE AND AGREE** that the nature and condition of the 1800 CLUB facilities, premises, and environments are such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering onto the 1800 CLUB's facilities, premises, and environments, in using the 1800 CLUB's facilities, premises and environments and in engaging in or observing any activities of any kind, whatsoever while at the 1800 CLUB facilities, premises or environments. These hazards may include, but are not limited to: slippery, loose, or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps, pathways and roads; poisonous or dangerous plants, snakes, animals, insects or other animals; and falling trees and tree branches. I UNDERSTAND THAT SUCH RISKS ARE INHERENT IN THE ACTIVITY AND CANNOT BE ELIMINATED WITHOUT COMPROMISING THE ESSENTIAL QUALITIES OF RANGE FACILITIES, EQUIPMENT, PREMISES AND ENVIRONMENT.

____ (Initial) **I FURTHER FULLY UNDERSTAND, ACKNOWLEDGE AND AGREE** that the 1800 CLUB makes no warranty as to design, manufacture, maintenance, condition or fitness for any particular purpose of any 1800 CLUB premises, facilities, environment or equipment, including but not limited to firearms, ammunition, eye/hearing protection, first aid supplies, range facilities or maintenance equipment.

____ (Initial) **AS LAWFUL CONSIDERATION** for having been permitted by the AMERICANA 1800 ADVENTURE CLUB, to participate in these activities and/or to observe said activities and use the 1800 CLUB's facilities, premises and environments, I HERBY AGREE THAT I, being of lawful age, and my heirs and assigns shall release, acquit and forever discharge, AMERICANA 1800 ADVENTURE CLUB and the NATIONAL RIFLE ASSOCIATION and their agents, servants, successors, heirs, executors, members, board members, administrators and all other persons, firms, corporations, associations or partnerships, affiliated organizations and attorneys and insurance providers, of and from any and all claims, actions, causes of action, demands,

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rights, damages, costs, fees, attorney fees, loss of service, expense and compensation, of any nature whatsoever, may hereafter accrue on account of, or in any way growing out of any and all known and unknown, foreseen and unforeseen, indemnity action, contractual action, bodily and personal injuries and property damage and the consequences thereof resulting, or to result from or relating to my participation in, or observation of shooting activities or use of the facilities, premises and environments of the AMERICANA 1800 ADVENTURE CLUB and on behalf of my heirs and assigns hereby also agree to INDEMNIFY AND HOLD HARMLESS the hereinabove referenced parties, entities from any and all claims, actions, causes of action, demands, rights, damages, costs, fees, attorney fees, loss of service, expense and compensation, of any nature whatsoever, as may hereafter accrue on account of my or my guest's participation in, or observation of shooting activities or use of the facilities, premises and environments of the AMERICANA 1800 ADVENTURE CLUB even if such claims, demands damages, expenses, causes of action, or liability results wholly or partially from any acts or omissions to act, even negligent acts or omissions to act by the 1800 CLUB.

____ (Initial) **AS A GUEST, I EXPRESSLY AGREE** to assume responsibility and liability for any acts, or omissions to act, including reckless, negligent, malicious or criminal acts for myself and/or any minor(s) under my custody while a guest at the 1800 CLUB. (The term "guest" shall include any and all persons who are not members of the AMERICANA 1800 ADVENTURE CLUB who enter onto the 1800 CLUB's premises, facilities or environments for use of the range, observation of shooting activities or other activities). I acknowledge that I have carefully read this **ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**.

This agreement shall be valid and binding for the entirety of the 2013 calendar year. If I return to the AMERICANA 1800 ADVENTURE CLUB, I agree to sign a new ACKNOWLEDGMENT OF RISK FORM for the calendar year in which I return, which may or may not contain new or different terms. If I enter upon the premises after the 2013 calendar year, and forget or refuse to sign a new form, I agree to be bound by the terms of this agreement ad infinitum or until I sign a new agreement for the corresponding year.

This agreement shall be interpreted and enforced under the laws of the state of California.

Should any portion of this agreement to be deemed to be invalid under the laws of the state of California, the remaining portions shall remain in full legal force and effect.

I have carefully read the entirety of this document and am signing it of my own free will and with no additional inducements and understand that in signing it I may be giving up substantial rights in that I am agreeing not to sue the AMERICANA 1800 ADVENTURE CLUB and am releasing it and agreeing to Indemnify and hold it harmless.

I am a Guest of: _____ Print Member's Name

Print Name of Guest _____

Date: _____

Signature of Guest _____