

The Exeter Sportsman's Club, Inc.
Release, Indemnification, Hold Harmless
and Assumption of Risk Agreement

Name: _____ **Telephone #** _____
(Please Print)

Street Address: _____ (no PO Boxes Please)

City: _____ **State:** _____ **ZIP:** _____

WHEREAS, in consideration of being permitted to attend a course for instruction in firearms, for the instruction in firearms, for the use of premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend Exeter Sportsman's Club, Inc. (hereinafter refer to as ESC), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: Undersigned's presence at and/or participation in a course of instruction; the discharge of firearms by Undersigned; Undersigned presence on or use of the range, buildings, land and premises ("Premises"); and any and all acts or omissions of the Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against ESC (including but not limited to the death of the Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned's property) which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Premises, including any latent defect in the Premises; Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to ESC); and, the discharge of firearms. ESC shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs and next of kin hereby expressly release ESC for any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in the course for instruction in firearms and taking part in the activities on the Premises, which includes but are not limited, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range rules and procedures an any other rules and procedures stated by ESC.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statue or otherwise. The election of any one or more remedy hereunder by ESC shall not constitute any waiver of ESC's right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representative, administrators, assignees, heirs and next of kin.

UNDERSIGNED:

Date: _____

Signature

Print Name