

# Manheim Sportsmen's Association

## ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

**"Participant,"** means the undersigned, being at least 18 years old, or a minor (under 18) and the minor's parent or legal guardian signing on behalf of both himself/herself and the minor (collectively and individually referred to herein as "I" or "undersigned").

I have voluntarily applied to enter on to and to engage in or to observe shooting and other activities at the indoor and/or outdoor shooting Ranges (collectively referred to as the "Range") of the Manheim Sportsmen's Association (MSA). I further acknowledge and understand that "shooting activities" includes shooting and any and all activities of any kind whatsoever in which I engage or observe while at the Range, whether sponsored by the MSA or not (collectively referred to as "Shooting Activities"). By signing this Agreement, I acknowledge and understand (and, if applicable, Parent or Legal Guardian acknowledges on behalf of Minor and agrees to explain to Minor) the following:

1. I 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.
2. I 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.
3. I UNDERSTAND THAT MSA 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.
4. I UNDERSTAND THAT MSA 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: physical structures, firearms, ammunition, eye/hearing protection, and first-aid supplies.
5. I ACKNOWLEDGE the general risks described above and the specific risks associated with the Shooting Activities, and accept said risks as a condition to precedent to engaging in the Shooting Activities; and I therefore AGREE (and, if applicable, Parent or Legal Guardian agrees on behalf of minor) to:
  - a. ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to the Participant while or as a result of participating in any Shooting Activities;
  - b. RELEASE, HOLD HARMLESS and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against MSA, it's insurance carriers, affiliates, officers, directors, instructors, representatives, assignees, employees, volunteers, or sponsors (the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in Shooting Activities;

