

HANCOCK COUNTY CONSERVATION LEAGUE
ASSUMPTION OF RISK & RELEASE

_____, ("MEMBER") HEREBY ACKNOWLEDGES THAT MEMBER HAS VOLUNTARILY DECIDED TO ENROLL AS A MEMBER IN THE HANCOCK COUNTY CONSERVATION LEAGUE ("HCCL") AND TO PARTICIPATE IN VARIOUS FIREARMS TRAINING ACTIVITIES HOSTED BY HCCL. MEMBER FURTHER ACKNOWLEDGES THAT HCCL MAINTAINS FIREARM FACILITIES. MEMBER ACKNOWLEDGES AND UNDERSTANDS THAT SHOOTING AND RELATED ACTIVITIES INCLUDES, BUT IS NOT LIMITED TO, ALL TRAINING/PRACTICE/SPORT IN A RANGE OR CLASSROOM SETTING AND MAY INCLUDE TRAINING/PRACTICE/SPORT WITH FIREARMS AND LIVE AMMUNITION. MEMBER ACKNOWLEDGES AND UNDERSTANDS THAT "RANGE" MEANS THE GROUNDS WHERE LIVE FIRE EXERCISES ARE COMMENCED.

MEMBER ACKNOWLEDGES AND UNDERSTANDS THAT SHOOTING AND RELATED 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 Member or of other persons. Member understands that such risks cannot be completely eliminated. The risks include, but are not limited to:

- Gun Shot injuries to Member or others
- Partial or total loss of eyesight or hearing
- Inhalation or other harmful contact with lead or other contaminants
- Injuries from falling debris
- Injury to self from mistakes in gun handling such as injuries to fingers

MEMBER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT the range facilities of HCCL have both known and unanticipated hazards which creates risks on the range. Member understands and acknowledges that such risks and hazards cannot be completely eliminated. Member acknowledges that risks and hazards specifically associated with the range include, but are not limited to:

- Unmaintained pathways and roads
- Loose rock
- Slippery Surfaces
- Falling soil
- Cracked walkways and uneven terrain
- Normal natural vegetation and wildlife
- Poor lighting
- Other shooters on the Range

MEMBER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT HCCL has no duty to undertake first-aid or first responder treatment in the event Member suffers injury from any

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risk or hazard associated with the activities Member will be participating in at HCCL's facilities and functions.

MEMBER ACCEPTS HCCL'S FACILITIES, EQUIPMENT AND PRODUCTS AS IS. HCCL MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND REGARDING ITS FACILITIES, EQUIPMENT OR PRODUCTS. HCCL FURTHER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND REGARDING ITS DESIGN, MANUFACTURE, MAINTENANCE, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF ANY RANGE, INSTUCTIONAL FACILITY OR EQUIPMENT INCLUDING BUT NOT LIMITED TO: FIREARMS, AMMUNITION, EYE/HEARING PROTECTION AND FIRST AID SUPPLIES. HCCL SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MEMBER HEREBY ASSUMES ALL RISKS AND LIABILITY ASSOCIATED WITH THE MEMBERSHIP SERVICES PROVIDED BY HCCL UNDERSTANDING THE INHERENT RISKS ASSOCIATED WITH FIREARMS AND THE SPORT OF SHOOTING. MEMBER HEREBY ASSUMES ALL RISKS OF ACCIDENT OR INJURY AND RELEASE AND FOREVER DISCHARGE HCCL, ITS EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY AND OR PROPERTY DAMAGE OF ANY KIND WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY NEGLIGENCE OF HCCL, OR ITS EMPLOYEES, OFFICERS OR AGENTS OR OTHERWISE. MEMBER HEREBY AFFIRMS THAT MEMBER IS IN GOOD PHYSICAL HEALTH AND DOES NOT SUFFER FROM ANY DISABILITY THAT WOULD PREVENT THEM FROM PARTICIPATING IN SHOOTING OR RELATED ACTIVITIES.

ABILITY TO POSSESS FIREARMS: Member acknowledges that live firearms are used on/at HCCL's premises. Member affirms that Member is at least twenty-one (21) years of age for pistol possession and eighteen (18) years of age for long gun possession. Member acknowledges that he/she is not disqualified or disabled by law from possession or use of firearms in any manner whatsoever. Such disqualifiers include, but are not limited to, the following:

- Being a fugitive from justice
- Being under indictment for or having been convicted of a felony offense of violence or a felony offense involving a drug of abuse whether violent or not or having a similar juvenile record
- Being a drug dependent, in danger of becoming drug dependent, an unlawful user of a controlled substance or addicted to such controlled substance, or being a chronic alcoholic
- Having been adjudicated a mental incompetent or defective or committed to a mental institute involuntarily.
- Having been convicted of a crime that had the potential of more than one year in prison
- Being an illegal alien of the United States of America
- Having been discharged from the United States Armed Forces under dishonorable conditions

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- Having renounced one's United States Citizenship
- Being under a civil protection order
- *Domestic Violence*: Having been convicted of a crime that involves an element of use, threatened use or attempted use of physical force (i.e. violence) and that involves a victim who is a former spouse, parent, ward (whereby Member was the ward's guardian), with whom there is a child in common, with whom there was cohabitation, or any similarly situated person.

RULES & REGULATIONS: HCCL shall provide a copy of its Rules & Regulations to Member upon request by Member to HCCL. It is Member's responsibility to obtain a copy of the Rules & Regulations. Member agrees to strictly follow all such Rules & Regulations.

FIREARM NOT OWNED BY MEMBER: Member acknowledges that if Member is using/firing a firearm not owned by Member that Member is responsible for the safe functionality and handling of the firearm. Member understands and acknowledges that the firearm may have been used by several people before him/her and that its usage history is unknown.

MEMBER AGREES that Member, Member's next of kin, heirs, guardians, representatives and assigns RELEASE AND FOREVER DISCHARGE (AND AGREE NOT TO SUE) HCCL and HCCL's subsidiaries, affiliates, officers, directors, agents, trustees, employees, and representatives from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that may result from Member's use of HCCL's ranges and instructional facilities or equipment, or engaging in or observing shooting and other activities, 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 HCCL.

MEMBER AGREES that Member, Member's next of kin, heirs, guardians, representatives and assigns TO INDEMNIFY AND HOLD HARMLESS HCCL from and against any and all claims, damages, losses, costs or expenses (including reasonable attorneys' fees and disbursements) which arise directly or indirectly out of or are related to the Member's use of HCCL facilities/ranges/equipment or any use of or activity associated with the training facilities. This indemnification shall survive in the event this agreement is terminated for any reason.

GOVERNING LAW & AMENDMENT: This Assumption of Risk & Release Agreement must be governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed therein. This Assumption of Risk & Release Agreement may be amended only by a written instrument signed by all Parties.

SEVERABILITY & WAIVER: If any provision of this Assumption of Risk & Release Agreement is held to be legally invalid or unenforceable, such invalidity or unenforceability will not render the entirety of this Assumption of Risk & Release Agreement invalid. Rather, this Assumption of Risk & Release Agreement will be construed as if not containing the particular invalid or unenforceable provision.

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MERGER CLAUSE: This Assumption of Risk & Release Agreement constitutes a final written expression of all the terms of this Assumption of Risk & Release Agreement and is a complete and exclusive statement of those terms. Member affirms that no representations or promises not expressly contained herein have been made or agreed to by HCCL.

MEMBER UNDERSTANDS THAT BY MEMBER SIGNING BELOW MEMBER IS GIVING UP SUBSTANTIAL RIGHTS, AND THAT MEMBER IS AGREEING NOT TO SUE HCCL AND RELEASING AND HOLDING HARMLESS HCCL OF ALL LIABILITY.

Acknowledged and Agreed to by the following Member:

Sign

_____/_____/_____
Date

Print Name

_____/_____/_____
Birth Date

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