



**RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND  
ASSUMPTION OF RISK AGREEMENT**

This RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the Phillipsburg Pistol Club, Inc., located at 25 Howard Street, Phillipsburg, New Jersey 08865 (hereinafter referred to as "Club") and (name of the participant in the event and the parent or guardian, if applicable) \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter referred to as "Participant"). Club and Participant may be individually referred to herein as a "Party" or may be collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, the Participant desires to utilize Club facilities either on an ad hoc basis or as part of a structured course of instruction;

WHEREAS, the Club allows Participant to utilize their facilities in accordance with the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth -below, Club and Participant, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 - INDEMNIFICATION/HOLD HARMLESS**

1.1 Participant agrees to indemnify, hold harmless, and defend the Club, its officers and trustees from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to or connected with the Participant's presence on or use of the range, buildings, land, and premises (hereinafter collectively referred to as "Premises") and any and all acts or omissions of the Participant.

**ARTICLE 2 – WAIVER**

2.1 The Participant furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, heirs, and any 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 the Club (including, but not limited to, death of the Participant and/or any and all injuries damages or illnesses suffered by Participant or Participant's property), which may in any way whatsoever arise out of, be related to or be connected with; the course of instruction; the Premises; Participant's property (whether or not entrusted to the Club); and the discharge of firearms. The Club shall not be liable for, and Participant, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby expressly releases Club from any and all such claims and liabilities.

### **ARTICLE 3 - ASSUMPTION OF RISK**

3.1 Participant hereby expressly assumes the risk of taking part in the course of instruction, whether formal or ad hoc, in firearms and taking part in the activities on the Premises, which include but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition.

3.2 Participant hereby acknowledges and agrees that Participant has read this Agreement and understands its terms and is executing this Agreement voluntarily. Participant furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all range and safety rules and procedures and any other rules and procedures stated by the Club.

### **ARTICLE 4 – SEVERABILITY**

4.1 Participant expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by law and that if any provision of this Agreement is held invalid or otherwise unenforceable by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be impaired thereby. No 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 statute or otherwise. The election of any one or more remedies hereunder by the Club shall not constitute any waiver of the Club's right to pursue other available remedies. This Agreement binds Participant and his/her executors, personal representatives, administrators, assignees, heirs and next of kin.

### **ARTICLE 5 - PARTICIPATION OF A MINOR**

5.1 If the Participant, who will actually be utilizing the Club Premises is a minor, (for the purposes of clarity, a "minor" shall be defined as any Participant who has not, as of the Effective Date of this Agreement, reached his/her eighteenth birthday), then this Agreement must be signed by both the actual Participant and the parent or legal guardian of said Participant in the places indicated below. In addition, the

parent or legal guardian of said Participant agrees to be present at the Club during the entire course of instruction or other activity and assumes all responsibility for the actions or inactions of the Participant.

**ARTICLE 6 – PHOTOGRAPHS**

6.1 During the course of an event or while the Participant is on Club Premises, photographs or videos may be taken for use by the Club for internal and promotional purposes. By signing this Agreement, you hereby grant permission for the Club to use photographs and/or video of Participant (or my minor child) taken while on Club Premises in publications, news releases, online, and in other communications related to the mission of the Club. The Club hereby warrants that no photographs or videos shall be sold or otherwise distributed for other organizations to use.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CLUB

PARTICIPANT

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PARENT OR LEGAL GUARDIAN OF  
PARTICIPANT (if applicable)

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

RELATIONSHIP TO PARTICIPANT

\_\_\_\_\_

PPC MEMBER OR GROUP  
SPONSOR OF GUEST

\_\_\_\_\_