

Key Cities Conservation Club

General Release from Liability, Indemnification and Hold Harmless Agreement

USE OF FIREARMS IS POTENTIALLY DANGEROUS, ALL PARTICIPANTS AND OBSERVERS ASSUME ALL RISK

I/we, the undersigned, hereby acknowledge that I/we have voluntarily applied to participate in shooting on the club ranges, and or, related activities including, but not limited to, entertainment, food service and merchandise vendors, or being present at club activities or on club property (collectively hereinafter referred to as "Club Activities").

AS LAWFUL CONSIDERATION of being permitted to enter upon the premises upon which Club Activities are conducted and being permitted to participate in, and or, observe Club Activities or otherwise use the Club facilities, I/we, for myself/ourselves, our heirs, distributes, legal representatives, next of kin, and assigns agree to the provisions and make the representations and warranties set forth below.

- I. I/we hereby release, waive, discharge and covenant not to sue, make a claim against or otherwise prosecute Key Cities Conservation Club, its officers, directors, agents, and or, volunteers (collectively hereinafter referred to as "RELEASEES"), for liability (monetary or otherwise) on account of damage to the property (tangible or intangible) of, or injury (physical or emotional) to, any of us, or death of any of us, whether caused from the passive or active negligence of RELEASEES or strict liability of RELEASEES or otherwise while I/we are participating in club activities.
- II. I/we hereby agree to indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage, or cost RELEASEES may incur, including legal fees, due to the presence of or any act of me/us while I/we participate in or allow others to participate in Club Activities. We also agree to indemnify the RELEASEES (even if it means reimbursing RELEASEES for money or recovery awarded to Us), from any loss, liability, damage or costs RELEASEES may incur, including legal fees, resulting from any claim or suit brought by any one of us against RELEASEES, despite the existence of this document.
- III. I/we expressly agree that this General Release from Liability, Indemnification and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. I/we further agree that if any provision of this agreement is held to be invalid, nevertheless, the balance of the agreement shall continue in full legal force and effect.
- IV. I/we warrant the following statements are true and correct and understand that RELEASEES HAVE RELIED ON THEM IN ALLOWING US TO PARTICIPATE IN CLUB ACTIVITIES.
 - a) No oral presentation, statements, or inducements apart from this document have been made concerning this release.
 - b) I/we are fully aware of the risks and hazards inherent in participating in Club activities.
 - c) I/we acknowledge that the risks and hazards being assumed by myself/us may increase during the time I/we are participating in Club activities, and this release, hold harmless and indemnification agreement applies to those increased risks and hazards as well.
 - d) I/WE ARE AWARE THAT THE PARTICIPATION IN, AND OR, THE OBSERVATION OF THE SPORTS OF SHOOTING WITH LOADED FIREARMS AND RELATED ACTIVITIES IS A HAZARDOUS ACTIVITY. I/WE VOLUNTARILY PARTICIPATE IN, AND OR, OBSERVE THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGER INVOLVED. I/WE AGREE TO ACCEPT ANY AND ALL RISK OF PROPERTY DAMAGE, PERSONAL, INJURY OR DEATH.
 - e) I/we give consent to whatever medical care might be provided or available on the club premise and further agree to conform and comply with all the club rules and regulations, including those promulgated at a particular event.
 - f) If any members of my/our family have not given a signed copy of this document to the Club, I/we represent and warrant that those family members have signed a copy that has not yet been delivered to the Club, and that the Club may rely on my/our representation and warranty that I/we will give the Club the document signed by all family members upon request.
 - g) I/we represent and warrant that we have adequate insurance or other available assets to cover any injury or damage that we may cause or suffer while participating in a Club activity.
 - h) I/we represent and warrant that I/we (none of us) have any medical or physical condition that could interfere with our safety while participating in a Club activity.
 - i) I/WE HAVE HAD SUFFICIENT TIME TO CAREFULLY READ AND FULLY UNDERSTAND THIS DOCUMENT AND HAVE EITHER CONSULTED WITH OUR ATTORNEY ABOUT IT OR HAVE DECIDED NOT TO GET LEGAL ADVICE BEFORE SIGNING IT.

I/we are eighteen (18) years or older and, if I/we are signing this agreement on behalf of a person under the age of eighteen (18) years, then I/we represent and warrant that I/we have all legal authority to act on behalf of such person and I/we bind him or her to the terms of this agreement.

This agreement is being signed by an adult family member, and on behalf of all minors in the family.

ANY FAMILY MEMBER WHO DOES NOT SIGN THIS AGREEMENT MAY NOT PARTICIPATE IN CLUB ACTIVITIES AND MAY NOT ENTER CLUB PROPERTY.

Primary Member: _____ / _____ Date: _____
(please print name & sign)

Spouse: _____ / _____ Date: _____
(please print name & sign)

List any minors or dependents _____ / _____
(please print names) _____ / _____

9/15/2014 _____ / _____