



FRESNO RIFLE & PISTOL CLUB
 PO BOX 572
 FRIANT, CA 93626
 (559) 299-6365
www.fresnorifleandpistolclub.com

RANGE		BAY	
Member Ship Add On:			
Member Name: _____			
Member No: _____			
<input type="checkbox"/> Significant Other		<input type="checkbox"/> Spouse	<input type="checkbox"/> Child

Valid picture ID verified

RELEASE AND HOLD HARMLESS AGREEMENT

I, (print your name) _____ presently residing at
 (Street Address) _____ (City) _____ (Zip Code) _____
 being above the age of 18 years and the parent or legal guardian of _____
 (the "Minor"), on behalf of myself and the Minor, in consideration of the rates charged and the privilege to enter and use
 the facilities and services of Fresno Rifle & Pistol Club (the "Club") do hereby enter into this Release and Hold Harmless
 Agreement (the "Agreement"), on the date as below written, and consent and agree that:

By checking (v) the boxes below, you acknowledge reading, understanding and agreeing to the terms beside each checked box.

1. **Minor: (If applicable)** As the parent or legal guardian of the minor, I hereby consent to his or her use of the Club. I agree that all of the terms of this Agreement are applicable to the Minor and myself whether or not I am present at the Club with the Minor.

RELATIONSHIP TO THE MINOR (Required): _____

2. **Acknowledgment of Danger.** I acknowledge that engaging in sport shooting is dangerous. I further acknowledge that no matter what precautions I may take, including but not limited to the wearing of various types of protective gear, that I could experience injury of a very serious nature and/or death as a result of an accident or incident. I therefore engage in such activities voluntarily and at my own risk.
3. **Assumption of Risk.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death or serious bodily injury to others, and myself and causing damage(s) to property, which originate from participating and otherwise engaging in sport shooting. I hereby assume any and all liabilities and responsibilities pertaining to such risks, whether to myself or to others and without limitations or qualification. There have not been any express or implied representations to me on behalf of the Club, except as set forth in this Agreement.
4. **Physical and Mental Condition:** I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition to engage in sport shooting on this range. I have never been adjudicated as mentally deficient, nor have I been committed to a mental institution.
5. **Condition of Equipment:** I have, prior to engaging in any sport shooting at the Club, determined that, by professional standards, my shooting equipment, ammunition and all corresponding items are in good condition and suitable for the shooting contemplated by this Agreement.
6. **Comprehensive Release:** I do hereby, on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge the Club, the Club's successors, assigns, owners, shareholders, directors, officers, employees, agents, representatives, attorneys, independent contractors, subsidiaries and affiliates and each, every and all persons acting by, through, under or in concert with any of them (collectively, "Released Parties") I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for resolution or otherwise seek losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, wrongful death, and any and all personal injuries, known or unknown, and death and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to the Club and my sport shooting on or about Club's premises and/or facilities. This Release shall pertain to any claims which were known or unknown, anticipated or unanticipated at the time of the execution of this Agreement, may have materially affected my decision to execute this Agreement and specifically Release.

7. **Waiver of California Civil Code Section 1542:** I acknowledge and agree that by reason of the Release set forth in paragraph 5 above, I am assuming all risk of bodily injury, death or property damage and all other unknown or unanticipated claims, and I agree that my Release of all Released Parties contained in this Release applies thereto. In connection therewith, I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code, which reads as follows:

“A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor.”

8. **Indemnity:** I hereby indemnify, without qualification or limitation, the Released Parties and further agree to defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third-party or person may claim to have for property damage and/ or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement and any activity directly or indirectly arising from or contemplated by this Agreement. I further agree that my indemnity obligation hereunder shall include an immediate obligation to provide a defense to the Released Parties upon receiving notice of or being presented with any claims, causes of action, demands or charges against any of the Released Parties. I understand that my defense obligation is without regard to any comparative fault of any party. My defense obligation will be provided by counsel of the Released Parties' choosing, so long as such counsel is located within the general market area of where the claims are asserted, and such counsel's claims are considered standard, reasonable, and ordinary for the market area.

9. **Governing Law; Attorney's Fees:** This Agreement shall be governed by, and constructed in accordance with the laws of the State of California. Should any party hereto institute any action or proceeding against the other party at law or in equity, or in connection with an arbitration, in connection with this Agreement, the prevailing party from such action shall be entitled to recover from the losing party or parties all attorney's fees and costs for service rendered to the prevailing party in such action or proceeding.

10. **Additional Regulations:** I understand hearing and eye protection (even while using a scope) are mandatory at all Club shooting areas for all persons at all times. I agree that I will not fire or discharge any firearm or gun except in areas so designated by the Club. Any ammunition purchased or obtained from the Club will only be used at the Club's ranges.

11. **Safety:** I have read and understand the Basic Safety Rules and Range Conduct of Operations.

I have check marked the boxes above, acknowledging that I have read, understood and agree to the terms beside each checked box. In addition, my signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a parent or legal guardian of a person under the age of 18 years, then all provisions of this Agreement shall pertain to the undersigned and the Minor.

YOUR PHONE NUMBER: _____

EMERGENCY CONTACT NAME: _____ PHONE NO: _____

SIGNATURE: _____ DATE: _____

Office Use Only

Time In:		Initials:	
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