



### **Waiver, Release, Indemnification and Hold Harmless Agreement**

The terms and conditions of this Waiver, Release, Indemnification and Hold Harmless Agreement (the “**Agreement**”) apply to all shooting ranges owned and operated by S&B Keyport Realty, LLC, d/b/a **Keyport Guns Shooting Club** (hereinafter the “**Owner**”)

In consideration of the permission granted by Owner allowing me to use the facilities, including the shooting ranges and allowing me to participate in the activities, shooting classes, shooting events and certification courses offered by the Owner at 58 West Front Street, Keyport, New Jersey 07735 or any other locations where Owner may offer activities (all of which are hereinafter referred to as the “**Facilities**”), I, herein referred to as “**Participant**” together with my parent or guardian, if I am under the age of eighteen or under a legal disability, represent, covenant and agree, on behalf of myself and my heirs, executors, administrators and assigns, and any other person claiming by, under or through me, as follows:

**01.** I have read the Keyport Guns Shooting Club Range Rules. I understand these Range Rules may be amended from time to time and that I am responsible for reviewing the posted Range Rules when I use the range facilities. I verify that, before using the facilities, I either have watched or will watch the range safety presentation. I agree to obey and comply with the Range Rules, general policies and rules of operation and administration of the range.

**02.** I am familiar with and understand the operation of each firearm (including, but not limited to, any rifle, handgun, shotgun, machine gun, non-National Firearms Act firearm / “other”, “any other weapon” as defined by the Bureau of Alcohol, Tobacco, Firearms and Explosives (“**ATF**”)) which I will use at the range. The word “operation” includes the safe handling, loading and unloading procedures, maintenance, clearing of various malfunctions (including, but not limited to, double feeds, hangfires, squib loads, and failures to eject) and safety mechanisms and features of each firearm.

**03.** I understand that the Keyport Guns Shooting Club highly always recommends the use of newly manufactured commercial ammunition on all ranges. I accept full and complete responsibility for the inherent risks resulting from my and anyone else’s use of reloads or handloads, including all responsibility for personal injuries to myself and anyone else. I also agree to thoroughly check to be sure I am always using the correct ammunition.

**04.** I agree that prior to participating in or observing any shooting activities, I will inspect the Facilities, firearms, ammunition and other related equipment to be used and, if I believe anything is unsafe for any reason, I shall immediately advise a Range Officer and/or Keyport Guns Shooting Club Employee of said risk/safety issue and will leave the unsafe portion of the Facilities immediately.

**05.** I acknowledge and fully understand that I and all others engaged in shooting, coaching, observing and/or training with firearms at the range will be engaged in activities that involve substantial inherent risks of serious personal injury, including, but not limited to, disability, death and severe social and economic losses, which might result from my actions or inactions or the actions or inactions of others; such risks include but are not limited to:

**(a)** my failure to abide by firearms safety rules or to properly handle or use firearms or ammunition.

**(b)** the failure of others to abide by firearms safety rules or to properly handle or use firearms or ammunition.

**(c)** the characteristics, including the design, manufacturing or other defects, of any firearm or ammunition being used by myself or others at the range;

**(d)** the characteristics, including the design, construction, and maintenance, of the range's Facilities including, but not limited to, the multiple firing point ranges;

**(e)** the inability of the range personnel (including Range Officers) to, at all times, monitor or supervise range members, their guests, and others using the range Facilities including said ranges;

**(f)** the risk of death, substantial bodily harm, injuries, physical damaged or injuries caused by ricochet, lead exposure, illness and property damage or any form of damage that may occur in connection with the use of the Facilities.

I understand and acknowledge that it is my responsibility to fully appreciate these risks and any others that may exist. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE FACILITIES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

**06.** I recognize that I may be expelled from the Facilities for violation of the Range Rules or for behavior deemed unsafe in the sole discretion of the range personnel, Range Officer(s) or Keyport Guns Shooting Club Employee(s). Decisions regarding expulsion are final.

**07.** I accept full responsibility for any damage or destruction I cause to the range property, whether accidental, negligent, willful or otherwise. The range property includes, but is not limited to, the Facilities, range equipment, target frames, target supports or mechanisms, firearms, signs, ceiling, range berm, and all equipment, electrical and otherwise. Owner reserves the right to recover from Participant a reasonable charge for any such damage and is entitled to recover its costs, including reasonable attorneys' fees, incurred in bringing any claim for such damage.

**08.** On behalf of myself, my heirs, executors, administrators and assigns, I hereby assume all risks of personal injury and accept personal responsibility for any and all damages that may occur as a result of any such personal injury, disability or death. The word "damages" includes, but is not limited to, the incurring of physical, psychological or emotional injury of any kind, loss of physical function, ability or capacity, medical expenses, lost wages or income, loss of consortium and any other compensatory damage.

**09.** On behalf of myself, my heirs, executors, administrators and assigns, I hereby waive, release and discharge Keyport Guns Shooting Club and their affiliates, officers, directors, owners (members), managers, employees, agents, successors and assigns ("**Released**

**Parties**”) from any and all claims, demands, actions or lawsuits seeking damages on account of any personal injury, disability or death occurring to myself or anyone else, caused in whole or in part or alleged to be so caused by

the negligence of any of the Released Parties or caused by anyone else. I covenant not to make or bring any such claim against the Released Parties, and forever release and discharge the Released Parties from liability under such claims. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE RELEASED PARTIES FOR ANY INJURY RESULTING TO MYSELF IN ANY SAID ACTIVITIES AND/OR EVENT(S).

**10.** On behalf of myself, my heirs, executors, administrators and assigns, I hereby agree to indemnify and defend the Released Parties from any and all claims, demands, actions or lawsuits (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) for any personal injury, disability, death or other damages occurring to myself or any other person which results entirely or in part from the actions, failure to act, or negligence of myself, guests or minors for whom I am responsible.

**11.** I understand and agree that to the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Released Parties.

**12.** Membership in the Keyport Guns Shooting Club will be available to persons who are legally able to possess a firearm in the State of New Jersey. Range Members must follow all federal, state and local laws concerning ownership and handling of firearms. Membership will be granted, and may be revoked, at the sole discretion of Keyport Guns Shooting Club.

**13.** I certify as follows:

**(1)** I am over the age of 18 and physically and mentally capable of owning, handling and possessing a firearm;

**(2)** I am not under the influence of any illicit drugs or alcohol nor have I taken any medication, within 24 hours, that may impede my ability to engage in, perform or observe any activities in the Facilities;

**(3)** that I am not and have never been the subject of a criminal or any other proceeding that prevents me from legally owning, handling or possessing firearms under New Jersey or Federal law;

**(4)** that I can lawfully own, handle and possess a firearm; and,

**(5)** that all information given in this waiver is true and correct to the best of my knowledge.

**14.** In the event I bring a minor to the range, the attached Guardian’s Release, Assumption of Risk and Indemnity agreement has been signed by the minor’s legal guardian.

**15.** I recognize the safety of everyone at Keyport Guns Shooting Club is my responsibility and I agree not to cause harm to myself or others at the range.

**16.** By executing this Agreement, I understand that I am giving up and waiving rights that I may otherwise have to bring a legal action against the Released Parties, and I do so voluntarily.

**17. THE RANGE RULES AND THIS AGREEMENT HAVE NO EXPIRATION DATE, AND THEY CAN BE USED AND APPLIED FOR ALL SUBSEQUENT VISITS FROM THE SAME PARTICIPANT(S). KEYPORT GUN.**

SHOOTING CLUB RESERVES THE RIGHT TO REQUEST PARTICIPANT TO AGREE AND SIGN THIS FORM AGAIN AT ANY GIVEN TIME.

**18.** If any portion of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

**IN WITNESS WHEREOF,** I, Participant, have reviewed this Agreement and agree to the terms therein.

**Participant Name:**

*(Please Print)*

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**Participant Signature**

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**Date:**

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