

## **Release and Indemnification Agreement**

In consideration of being permitted to be a member and / or to participate in the activities of St. Joseph County Conservation and Sportsman Club, Inc. ("Club"), I agree to sign and enter into this Release and Indemnification Agreement.

I understand that I may participate in any or all of the following activities:

1. Indoor sport firearm shooting;
2. Outdoor sport firearm shooting;
3. Archery;
4. Rifle and pistol shooting;
5. Skeet, trap, and/or sporting clays; and
6. General activities associated with firearm sport shooting.
7. General outdoor recreation activities, conservation projects, maintenance activities or other activities at the Club.

I am entering into this agreement freely, voluntarily, knowingly and specifically state that:

1. I am not dazed, suffering from shock, or under the influence of drugs or alcohol.
2. I understand that this is a full and complete release and indemnification agreement.
3. There has been no fraud or other conduct used in obtaining my signature and agreement to this document.

### **Participation Obligations**

1. I will comply with all rules and regulations.
2. If I have questions, I will immediately ask the nearest Club official.
3. If I observe any unusual or unnecessary hazard during my participation, I will immediately bring it to the attention of the nearest Club official.
4. I understand that the observation and/or participation in sport firearm shooting or activities associated with sport firearm shooting will expose me to certain risks inherent to the use of firearms and related activities. These include, but are not limited to: personal or bodily injury, exposure to elevated lead levels, death, and/or property damage. I agree to assume and accept the dangers inherent in the observation and/or participation in sport firearm shooting and activities associated with sport firearm shooting. This acceptance of risk provision is in addition to the acceptance of risk I undertake pursuant to M.C.L.A. 691.1544.
5. I represent that I have no drug, health, or mental problem that could or will interfere with my observation and/or participation in sport firearm shooting and any activity associated with sport firearm shooting.
6. I agree that I am responsible for my own safety and the safety of any guest that I may bring onto the Club's premises.

### **Release & Indemnification**

1. I agree that the Club, its members, officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors, and assignees will not be liable if I, my guest or child, suffer any personal or bodily injury, death, or property damage as a result of ordinary negligence at the Club.

2. I further agree that in the event the Club, its members, officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors, and assignees become liable by way of contribution, indemnification, judgment, verdict, award, or otherwise, to any other party as a result of my, my guest's, or my child's actions, negligence, or injury, I agree to indemnify and hold harmless the Club, its members, officers, directors, employees, agents, representatives, affiliates, subsidiaries, successors, and assignees from any and all claims, demands, actual legal costs or other costs or expenses arising out of said actions, negligence or injury, regardless of the party choosing to bring such claim.
3. I expressly agree that this Release and Indemnification Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Michigan, and that if any portion of the Agreement is held to be invalid, that portion will be modified but only to the extent necessary to make it valid. The remaining provisions will continue in full force and effect.
4. I agree that this Release and Indemnification Agreement is binding on my personal representative, heirs, assigns, and next of kin.
5. I agree this Release and Indemnification Agreement is in force for one year from signing.

**I HAVE READ THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT, AND BY SIGNING REPRESENT AND WARRANT THAT I FULLY UNDERSTAND IT.**

**CAUTION – READ BEFORE SIGNING**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Home Address (City, State and Zip Code)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Phone Number

Date \_\_\_\_\_

**Participants of Minority Age**

(Under age 18 at the time of signing this Release and Indemnification Agreement)

This is to certify that I, as parent/guardian of this participant/observer, do consent and agree to his/her observation and/or participation in the activities described above. I also consent to the participant's indemnification, release, and hold harmless as provided above to the Club. I, or myself and on behalf of my heirs, assigns, and next of kin, hereby release, indemnify, and hold harmless the Club from any and all claims incident to my child's involvement in these programs. **EVEN IF ARISING OUT OF THE NEGLIGENCE OF THE CLUB**, to the fullest extent permitted by law.

**I HAVE READ THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT, AND BY SIGNING REPRESENT AND WARRANT THAT I FULLY UNDERSTAND IT.**

**CAUTION – READ BEFORE SIGNING**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Home Address (City, State and Zip Code)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Phone Number

Date \_\_\_\_\_