IREM INDIANAPOLIS CHAPTER 24, INC. WAIVER AND RELEASE AGREEMENT

Please read carefully before signing This is a release of liability and waiver of certain legal rights.

In consideration of my participation in the activities of skeet, trap, and/or sporting clays target shooting, I acknowledge and agree to the following Waiver and Release:

I acknowledge that skeet, trap, and sporting clays target shooting have inherent risks, hazards, and dangers for anyone, that cannot be eliminated (particularly in a wilderness environment). I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- 1. The risk of handling firearms and being near others who are in possession of firearms;
- 2. The risk of ear damage, from noise or otherwise;
- 3. The risk of eye damage from debris, clay target fragments, shot shell pellets or otherwise;
- 4. The risk of other bodily injury from ammunition, targets, target fragments, trap equipment and shot shell pellets;
- 5. The risk of bodily injury from walking in rugged country, including encounters with wildlife, insects and watercourses;
- 6. The risks of bodily injury associated with inclement weather conditions; and
- 7. The risks of property damage.

For eye and ear protection, we recommend you use earplugs and protective eyeglasses. If you do not use appropriate eye and ear protection, you are doing so by choice and at your own peril.

I understand the risks, hazards, and dangers described above or otherwise resulting from skeet, trap, and sporting clays target shooting. I have had the opportunity to review and consider all such risks, hazards and damages. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I am in good physical condition and that I possess the requisite skill and knowledge, both of which are necessary to safely engage in these activities.

I understand that as a participant I have responsibilities and I acknowledge that my participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in despite of the risks, hazards and dangers inherent to skeet, trap, and/or sporting clays target shooting.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES OF SKEET, TRAP, AND SPORTING CLAYS TARGET SHOOTING, WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, INCLUDING PARALYSIS OR DEATH.

I, for myself, my heirs, successors, executors, assigns, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS IREM INDIANAPOLIS CHAPTER 24, INC. and Indiana Gun Club, their respective directors, officers, agents, employees, members, or volunteers, and/or any of them, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in these activities including but not limited to, the NEGLIGENCE of any kind or nature whether foreseen or unforeseen, and resulting in any damage, loss, injury, paralysis, or death to me or any damage or loss to property as a result of engaging in these activities, whether such damage, loss, injury, paralysis and/or death results from the negligence of IREM INDIANAPOLIS CHAPTER 24, INC. and Indiana Gun Club, their respective directors, officers, agents, employees, members and volunteers and/or any of them, or from any other cause, I, for myself, my heirs, my successors, executors, assigns and subrogees, further agree not to sue IREM INDIANAPOLIS CHAPTER 24, INC., and Indiana Gun Club, their respective directors, officers, agents, employees, members, volunteers and/or any of them, as a result of any damage, loss, injury, paralysis, or death suffered in connection with my participation in the activities of skeet, trap, and sporting clays target shooting.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT