

## SOUTH ST. PAUL ROD & GUN CLUB

## **Non-Member Waiver of Liability**

I understand and acknowledge the danger associated with the discharge of firearms and the shooting sports conducted on the South St. Paul Rod & Gun Club property.

As consideration for, and as a condition of, the privilege and opportunity to use the South St. Paul Rod & Gun Club ("the Club") and my/our participation in or observation of shooting activities conducted thereon presently and in the future, on my own behalf, and/or as the parent or as the legal guardian of the minor child identified next to my name below, (1) I hereby ASSUME THE RISK OF INJURY AND LOSS associated with my presence on, and use of, the Club's property; (2) I, and for my heirs, next of kin, and assigns, HEREBY RELEASE, DISCHARGE, AND GIVE UP, ANY AND ALL CLAIMS AGAINST THE CLUB and/or ITS MEMBERS, DIRECTORS, EMPLOYEES, AGENTS and/or ASSIGNS FOR INJURY, DEATH, OR PROPERTY DAMAGE that arises out the negligent act(s) or omission(s) of the Club and/or its members, directors, employees, and agents, of or relate to my use of its property, the condition of its property, or the activities being conducted on its property regardless of whether I am participating in those activities, and I hereby agree and covenant on behalf of myself my heirs, next of kin, and assigns, not to sue the Club, its members, directors, employees, agents, and/or assigns for injury, death, or property damage; and (3) I AGREE TO INDEMNIFY AND HOLD THE CLUB AND ITS MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, and/or ASSIGNS HARMLESS FROM SUCH CLAIMS AND PROMISE NOT TO COMMENCE LEGAL ACTION FOR SUCH CLAIMS. The forgoing is to be construed broadly to provide a waiver and release of claims to the maximum extent allowable by law, and such waiver and indemnification shall be perpetual in duration.

I am solely responsible for injury or damage to property caused by my negligence or fault or the negligence or fault of the minor children for whom I am the parent or legal guardian while we are on the Club's property. I further represent that neither I nor any minor child participating in shooting activities hereby are legally prohibited from possessing or using any of the firearms that I or they will bring onto the Club's property.

I acknowledge the right of the Club's management and employees to immediately terminate my participation in activities for my failure or the failure of my guests or minor children or minors for whom I am the legal guardian to fully comply with the South St. Paul Rod & Gun Club Rules (the "Club Rules") or for any other reason at any time. I further understand and agree that my noncompliance with the Club Rules and the directives of its management may result in the revocation of my shooting privileges.

I have received a copy of the Club Rules, and I have read, understood, and agree to abide by the Club Rules as currently written and as may be amended from time-to-time. I certify that I have read this Waiver of Liability, that I fully understand it, and that I have signed it of my own free will. I understand that by signing below, I am entering into a contract with the Club by which I am releasing it from liability and that I am giving up certain rights of my minor child(ren) or ward(s) to bring certain claims as a condition of and as consideration for use of the Club.

<u>Date</u>	<u>Print Name</u>	Print Name of Minor Children	<u>Signature</u>	Address and E-mail