

DESERT MARKSMEN RIFLE & PISTOL CLUB WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Your Printed Name: _____ Membership No. _____
FIRST M.I. LAST

Phone: (____) - ____ - ____ E-mail: _____

Mailing Address Street: _____ Your age: _____

City _____ State _____ ZIP Code: _____

In consideration for permitting me (and where applicable my minor children) access to the Desert Marksmen Rifle & Pistol Club (hereinafter called "DMRPC"), a gun range located at Santiago Truck Trail, Palmdale, California 93550, (the "Premises"), and to view or participate in self-administered or instructor-administered live ammunition firearms activities. I, for myself, my legal representatives, successors, heirs, and next of kin:

_____ HEREBY ACKNOWLEDGE that firearms and firearm ammunition may be hazardous in nature and may cause substantial injury to persons and property. I recognize the inherent dangers associated with shooting including, but not limited to: loud noise, flying or rebounding bullets and fragments, smoke, dust, exposure to lead, uneven surfaces, and similar issues. Moreover, I recognize that exposure to such environments can result in personal injury, loss of hearing, loss of eyesight, and other health hazards up to and including death. I also understand that others will be using the Premises and I will be aware of their actions whenever I am on the Premises. I also acknowledge the presence on the Premises of signs posted under Proposition 65 warning of hazards to exposure to chemicals known to cause cancer by the State of California, such chemicals including, but not limited to, lead, and that I have been given the opportunity to ask for and receive a list of all such known cancer-causing chemicals on the Premises.

_____ With these facts in mind, I VOLUNTARILY ASSUME ALL RISK OF INJURY to my person and property, and WAIVE the right to bring any and all claims against DMRPC, or its officers, directors, members, employees, agents, administrators, successors, and assigns (hereinafter collectively the "Related Parties"), from all claims, demands, and causes of action, foreseen and unforeseen, relating to or arising out of death, personal injuries, sickness, damages to property or property rights, and every other loss and expense, arising out of or in any way connected with my participation in firearm activities on or appurtenant to the Premises. I will not take any legal action contrary to this RELEASE OF LIABILITY. I also agree to be responsible for, furnish, and wear at all times on the Premises appropriate eye and ear protection.

_____ I further WAIVE for myself and for my executors, legal representatives, successors, heirs, and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he/she may have or which may arise against DMRPC and any of the Related Parties, which may in any way whatsoever, arise out of, be related to, or be connected with use of the Premises and for any course of instruction offered on the Premises. I, on behalf of myself and on behalf of my executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby expressly RELEASE DMRPC and all of the Related Parties from any and all such claims and liabilities.

_____ I EXPRESSLY ASSUME THE RISK of taking part in activities on the Premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms, and the firing of live ammunition. I acknowledge that I understand that firearms are inherently dangerous, and, as such, any injuries or accidents that occur while I am on the Premises, or while engaged in range or firearms training activities, whether due to weapons malfunction, or due to my negligence or mishandling, are not the responsibility of DMRPC or any of the Related Parties. I also acknowledge that the Premises is kept as natural as the shooting activities allow, is located in a rural and unimproved area, and that natural features of the Premises and wildlife thereon may pose additional hazards, which include, but are not limited to, rocky terrain, dirt and mud, poisonous plants, ticks, poisonous snakes, and other wild animals. I understand that I must use caution accordingly and EXPRESSLY ASSUME THE RISK of encounters with these elements of nature while using the Premises.

_____ I acknowledge having read and agree to comply with the Range Safety Rules as stated in the DMRPC document entitled Standard Operating Procedures of the DMRPC that have been appended to this agreement. I further understand that DMRPC has the right to inspect any firearms, ammunition, accessories, case, bag, or equipment I bring onto the Premises upon request. I further agree to obey all other posted or communicated safety and range rules and obey all instructions by the Club Manager and DMRPC staff. I understand that failure to obey the Range Safety Rules, any rules or instructions I receive, or to allow inspection of items I have on the Premises may result in removal from the Premises, expulsion as a member of DMRPC, or other disciplinary and remedial action as its Board of Directors deems to be appropriate.

_____ I VOLUNTARILY AGREE TO EXEMPT and relieve DMRPC and all of the Released Parties from liability for personal injury, property damage, or wrongful death caused by the negligence of another, including releasing DMRPC from liability for any claim I could assert based upon personal injury or death to a minor child whom I identify below. I also AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD HARMLESS DMRPC and any of the Released Parties from and against all claims, losses, damages, and costs (including attorney's fees and costs of suit) caused by, arising out of, or related to the actions of myself, any minors whom I identify below, and those third parties for whose conduct I am expressly or implicitly responsible whether such duty arises under this agreement or by operation of law. But for this agreement to defend, indemnify, and hold DMRPC harmless, DMRPC would not allow me or the minors identified below entry onto the Premises or to engage in live ammunition firearms activities. Should DMRPC or any of the Released Parties be required to incur attorney's fees and costs to enforce this agreement, I agree to INDEMNIFY AND REIMBURSE DMRPC and any of the Released Parties for such fees and costs.

_____ I certify that I may lawfully own and operate firearms within the State of California and that I am not disqualified from possessing firearms by operation of California or federal law. I understand that DMRPC is further relying on this representation in allowing me access to the Premises. If I am furnished ammunition from DMRPC, I agree that I will not remove such ammunition from the Premises.

_____ I am a parent or guardian of a minor or minors who is/are participating in firearms activities on the Premises. I agree to supervise all such minors in their use of the Premises while I am present, and also understand that DMRPC employees will not be supervising such minors' use or activities. The name of the minor or minors who is/are participating in firearms activities, and about whom my indemnity duties to DMRPC also apply under this agreement, is/are:

_____ MINOR'S NAME & AGE _____ MINOR'S NAME & AGE _____

By signing, I hereby agree to the above conditions:

_____ YOUR SIGNATURE _____ DATE _____