

# RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK STATEMENT

WHEREAS, in consideration of being permitted to attend a course for instruction in firearms, for the instruction in firearms, for use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is here by acknowledged, Undersigned agrees to the following:

Undersigned agrees to indemnify, hold harmless and defend MADISON COUNTY SHOOTING SPORTS ASSOCIATION and the MADISON COUNTY COMMISSION (hereinafter referred to 'The Range'), from any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits arising out of, related to, or connected with: Undersigned's presence at and/or participation in the course of instruction; the discharge of firearms by Undersigned; Undersigned's presence on or use of the range, building, land, premises ('Premises'); and, any and all acts or omissions of Undersigned.

Undersigned furthermore waives for himself/herself and for his/her executors, personal representatives, administrators, assignees, 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 The Range (including but not limited to the death of the undersigned and/or any and all injuries, damages, or illnesses suffered by the Undersigned or Undersigned's property), which may, in any way whatsoever, arise out of, be related to or connected with: the course of instruction, the Premises, including any latent defect in the Premises; Undersigned's presence on or use of said premises, Undersigned's property (whether or not entrusted to The Range); and the discharge of firearms. The Range shall not be liable for, and Undersigned, on behalf of himself/herself and on behalf of his/her executors, personal representatives, administrators, assignees, heirs, and next of kin, hereby expressly release The Range from any and all such claims and liabilities.

Undersigned hereby expressly assumes the risk of taking part in the course of instruction in firearms and taking part in the activities on the premises, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and firing of live ammunition.

Undersigned hereby acknowledges and agrees that Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily, Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands, and will at all times abide by all range rules and procedures and any other rules and procedures stated by the The Range.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law and that if any provision of this instrument is held invalid or otherwise enforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by The Range shall not constitute any waiver of The Range's right to pursue other available remedies. This instrument binds Undersigned and his/her executors, personal representatives, administrators, assignees, heirs, and next of kin.

UNDERSIGNED:

\_\_\_\_\_  
Signature of Parent/Guardian

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Minor

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

\_\_\_\_\_  
Date

<http://www.mcssa-al.com>

REVIEWED JUNE 2021