

**THIS IS A RELEASE OF LIABILITY.
READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING.**

NON-MEMBER ACTIVITY PARTICIPATION ASSUMPTION OF RISK, RELEASE, WAIVER, AND DISCHARGE

I/We, [list all persons, including minors, seeking Club use; print clearly]

_____ the Participant(s) and his/her/their parent or legal guardian, acknowledge that I/we have requested permission from the Town of Gypsum (hereinafter referred to as "the Town") and the Eagle Valley Rod and Gun Club, also known as the Gypsum Gun Club, (the "Club") to use the Town of Gypsum Shooting Sports Park (the "Park").

NOW, THEREFORE, in consideration of being permitted to use the Park, and having been fully informed of the nature of the use of the Park and the risks inherent in participating in shooting sports, state that I/we, understand such activity involves the use of firearms, ammunition and archery equipment by the public, which may be dangerous both physically and mentally. I/We further understand that by participating in this activity the Participant runs the risk of physical injury, both internal and external, temporary or permanent, or the risk of death, and may run the risk of developing mental stress.

1. Rules and Regulations. I/We agree to abide by all rules and regulations of the Town and the Club, and of any match, event or activity in which the Participant is participating and the commands and instructions of any Range Officer, Safety Officer or Club Official. I/We understand and acknowledge that failure to comply with such rules, regulations, or instructions, or any act of commission or omission that the Town or Club deems to be unsafe for myself/ourselves or others will result in my/our immediate dismissal from the activity in which the Participant is participating and temporary or permanent ejection from the Park.

2. Assumption of Risk. I/We have independently evaluated and reviewed the risks and determine to engage in the above-listed activity with full knowledge and acceptance of the risk. Fully understanding these risks, I/we, my spouse, legal representatives, heirs, and assigns, hereby agree to assume full responsibility and liability for the risk of bodily injury (including death), or property damage which may result from participation in this activity.

3. Release. I/We, for myself/ourselves, my spouse, legal representatives, heirs and assigns, hereby waive, release, and discharge the Town, its officials, employees, volunteers, attorneys, and agents (hereinafter the "Town") and the Club, its officials, employees, volunteers, attorneys, and agents (hereinafter the "Club") from any and all liability to me/us, my spouse, legal representatives, heirs, and assigns, for any and all losses or damages resulting therefrom, on account of any injury to the Participant, even injury resulting in death, or to my/our property, whether caused by negligence of the Town or the Club or otherwise, which claims, losses, and demands arise during or result directly or indirectly from participation in the subject activity.

4. Indemnification. I/We agree to fully indemnify and hold harmless the Town and the Club, from any and all losses, liabilities, damages, or costs, including reasonable

