

# THE BERWYN ROD AND GUN CLUB, INC.

## WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE

### NEW MEMBER

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF, THOSE WHO YOU ARE RESPONSIBLE FOR, OR YOUR PROPERTY, ARISING OUT OF YOUR USE OF BERWYN ROD AND GUN CLUB, INC., AND/OR PARTICIPATION IN EVENTS SPONSORED BY BERWYN ROD AND GUN CLUB, INC., NOW OR ANY TIME IN THE FUTURE.**

WHEREAS, in consideration of being permitted to observe and/or participate in the shooting, sporting, boating, fishing and other activities at the Berwyn Rod and Gun Club, Inc. and/or sponsored by the Berwyn Rod and Club, Inc., and in consideration of my use of the range, buildings, land and premises (hereinafter collectively the "Premises") of the Berwyn Rod and Gun Club, Inc., and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to the following:

I, the undersigned user, hereby acknowledge and agree that target shooting, the use of firearms, instruction on the use of firearms, and the use of the Berwyn Rod and Gun Club, Inc. (hereinafter "BRGC") facilities located in Prince George's County, Maryland may be dangerous and may involve the risk of serious bodily injury and/or death. I have full knowledge of the nature and extent of all of the risks associated with the use of the BRGC facilities and/or participation in any BRGC sponsored event off site, including, but not limited to: (1) all manner of injury, including, but not limited to death or paralysis, arising from target shooting, the use of firearms, instruction on the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the BRGC facilities, including loss of hearing, burns, blindness, death, paralysis or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by BRGC or otherwise; and (5) all manner of injury, including, but not limited to death, arising from boating and/or fishing. I have been encouraged to use vision and hearing protection at all times when present on the facilities of BRGC. If I choose not to use such protection, I agree to assume the additional risks associated with lack of their use. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of the BRGC and that the above list in no way limits the extent of this Waiver, Release, Indemnification and Hold Harmless Agreement and Covenant Not to Sue. I FURTHER ACKNOWLEDGE THAT THIS WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

In consideration of my use of BRGC and/or my participation in any BRGC sponsored or affiliated event, I agree to release, indemnify, hold harmless and defend, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasers"), and **HEREBY DO RELEASE** BRGC, its members, officers, directors, employees, representatives, instructors, volunteers, agents, affiliates, subsidiaries, and any persons acting in any capacity on behalf of or with the permission of BRGC (hereinafter collectively referred to as the "BRGC Releasees") from any and all fault, negligence, liabilities, costs, expenses, causes of action, claims, demands or lawsuits of any nature whatsoever (except their intentional misconduct) which the Releasers may now have or have in the future against the BRGC Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of BRGC and/or my participation in any BRGC sponsored or affiliated event, shooting and/or boating and/or fishing activities, instruction, the

Premises, including but not limited to any latent defect in the Premises, my presence on or use of the Premises, and the discharge of firearms, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the BRGC Releasees. I further covenant that I shall bring no civil action against the BRGC Releasees based upon any of the foregoing. The BRGC Releasees shall not be liable for, and I, on behalf of my heirs, representatives, executors, administrators and assigns, hereby expressly release the BRGC Releasees from any and all such claims and liabilities. I understand that I will be solely responsible for any injury, loss or damage including, but not limited to, death or paralysis, that I may sustain while using BRGC and/or participating in any BRGC sponsored or affiliated event, and that by signing this Agreement, I am relieving the BRGC Releasees of any and all liability for such injury, loss, damage or death (other than as a result of their intentional misconduct).

I hereby expressly assume the risk of taking part in any activities on the Premises and/or any BRGC sponsored or affiliated event, which include, but are not limited to, instruction in the use of firearms, the discharge of firearms and the firing of live ammunition, and/or related in any manner to boating and/or fishing.

I do hereby further agree to **INDEMNIFY AND HOLD HARMLESS** the BRGC Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (including but not limited to attorneys' fees, court costs, expert witness fees, and litigation costs) (except for those resulting from the intentional misconduct of the BRGC Releasees) arising out of or in any way relating to my use of BRGC. I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of BRGC and/or participation in any BRGC sponsored or affiliated event.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding. I acknowledge that I am signing this agreement after I have carefully read this agreement, that I understand its terms and am executing this agreement voluntarily of my own free will. I further acknowledge that I have been provided a copy of the BRGC Range Rules and Procedures, that I have read, understand and will at all times abide by all range rules and procedures and any other rules and procedures stated by the Releasees. I further acknowledge that this agreement binds me, my heirs, executors, personal representatives, administrators, and assigns and will remain in effect for as long as I remain a member and/or user of BRGC, and/or a participant of any BRGC sponsored or affiliated event, or until this agreement is expressly revoked in writing by me delivered to a current officer of BRGC.

**Applicant / New Member Information:**

IN WITNESS WHEREOF, I have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

New Member Name (Printed) \_\_\_\_\_ Date of Birth: \_\_\_\_\_

New Member Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_