

Lower Wetumpka Shotgun Sports Club

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of shotgunning and/or archery, I agree to the following Waiver and Release:

I acknowledge that shotgunning and/archery has inherent risks, hazards, and dangers, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- 1. The risk of handling firearms and being near others that have firearms in their possession;
- 2. The risk of injury from ammunition and shot from other guns;
- 3. Walking in rugged country, including encounters with wildlife, animals, and insects;
- 4. Inclement weather conditions;
- 5. The risk of injury from riding any vehicle used off the paved road;
- 6. The risk of injury from the use off elevated stands.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with Lower Wetumpka Shotgun Sports Club. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF LOWER WETUMPKA SHOTGUN SPORTS CLUB WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS LOWER WETUMPKA SHOTGUN SPORTS CLUB, their directors, officers, agents, employees, the Woolards, Senn Properties, LLC., Lower Wetumpka Shotgun Sports Club, LLC., volunteers, and any other associated party not listed above from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Lower Wetumpka Shotgun Sports Club or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Lower Wetumpka Shotgun Sports Club as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of shotgunning.

I HAVE READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature _____ Date _____

Print Name _____ Phone _____

Email _____

I prefer not to be contacted in the future by email.

How did you learn of LWSSC?

Internet Flyer Word of Mouth TV Magazine Radio Other _____

Lower Wetumpka Shotgun Sports Club

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Lower Wetumpka Shotgun Sports Club to participate in the activities of shotgunning which include, without limitation, the use of its services, animals, and equipment. I agree to the following waiver, release, and indemnification.

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Lower Wetumpka Shotgun Sports Club, their directors, officers, agents, employees, event personnel, sponsors, Senn Properties, the Woolards, Senn Properties, LLC., Lower Wetumpka Shotgun Sports Club, LLC., volunteers, and any associated party not listed above from and against any claims, actions, demands, expenses, liabilities (including Reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of shotgunning and his or her use of the property, animals, if any, and facilities of Lower Wetumpka Shotgun Sports Club. I, for myself and on behalf of said minor agree not to sue Lower Wetumpka Shotgun Sports Club as a result of injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of shotgunning.

Signature of Parent, Guardian or Custodian of Minor

Date

Print Name

Signature of Minor

Date

Print Name of Minor

Witness

Date

Lower Wetumpka Shotgun Sports Club
Club Rules

GENERAL:

1. It is forbidden to be under the influence of substance that would cause one to be a danger to himself/herself or others while shooting.
2. It is strictly forbidden to shoot any live animal while on the property outside of the dedicated times.
3. All persons must remain on designated paths. No variation is allowed.
4. No shots at anything other than designated targets.
5. Do not alter the course(s) in any manner.
6. No littering on club property.
7. Alert LWSSC staff immediately to potential hazards
8. Irresponsible behavior of any manor will result in revocation of membership, current and future, and fines.

CLAYS:

9. All persons on the field must wear protective shooting glasses and ear protection at all times.
10. The ONLY time a gun is to be loaded is while in a shooting station.
11. When not shooting, the gun's action must be open.
12. At no time will a shooter load more than two shells in a shotgun.
13. The only shot size permitted is # 7 ½, 8, 8½, & 9.
14. Practice swings behind any station are prohibited.
15. While waiting your turn be certain that you are safely behind the shooter and clear of his/her field of vision.
16. At no times is a shooter to attempt to repair a machine. Shoot the remaining targets from the other machine, and report the trouble to the staff at the completion of the round.
17. Only two show birds per group per station.

VEHICLES:

18. Operators of any motorized vehicles must have valid drivers license.
19. Vehicles may be operated in designated areas only. They may not be driven, including but not limited to, off the roads, in front of stations, or in the fields.
20. Operators assume full responsibility for damage or injury to themselves, their passengers and third party personnel or property that may occur while operating a vehicle.
21. Drivers are required to operate the vehicle in a safe and sportsmanlike manner, following the rules of operation. Failure to do may result in fines and/or revocation of membership.
22. Do not overload vehicles.

HUNTING:

23. Blaze orange will be required as outlined by Alabama state law mandates.
24. Any dog shot by a hunter will cost the hunter \$7,500 plus vet bills.
25. If any LWSSC staff member feels themselves, others, dogs, or property are in danger of being shot, your hunt will be ended immediately and no refunds will be given.
26. All persons on the field must wear protective shooting glasses and ear protection at all times.

I have read, understand, and agree to abide by all of Lower Wetumpka Shotgun Sports Club's Club Rules.

Signature _____ Print Name _____ Date _____