

ESTES PARK GUN & ARCHERY CLUB
ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

"Participant," means the undersigned, being at least 18 years old, or a minor (under 18) and the minor's parent or legal guardian signing on behalf of both himself/herself and the minor (collectively and individually referred to herein as "I" or "undersigned").

I have voluntarily applied to enter on to and to engage in or to observe shooting and other activities at the indoor and/or outdoor shooting Range (collectively referred to as the "Range") of the Estes Park Gun & Archery Club (the "EPGAC"). I further acknowledge and understand that "shooting activities" includes shooting and any and all activities of any kind whatsoever in which I engage or observe while at the Range, whether sponsored by the EPGAC or not (collectively referred to as "Shooting Activities").

By signing this Agreement, I acknowledge and understand (and, if applicable, Parent or Legal Guardian acknowledges on behalf of Minor and agrees to explain to Minor) the following:

1. I UNDERSTAND THAT SHOOTING ACTIVITIES ARE INHERENTLY HAZARDOUS and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of other persons. The risks include, but are not limited to: being shot by or shooting myself or others; partial or total loss of eyesight or hearing; inhalation or other harmful contact with lead or other contaminants; and being struck by flying or falling objects. I understand that such risks cannot be eliminated without compromising the essential qualities of Shooting Activities.
2. I UNDERSTAND THAT the nature and condition of the Range facilities, premises and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering on to the Range, in using Range facilities and in engaging in or observing any activities of any kind whatsoever while at the Range. The hazards include, but are not limited to: slippery, loose or falling soil and rocks; unimproved, unmaintained, or uneven terrain, walkways, steps and roads; poisonous or dangerous plants, reptiles, insects and other animals; and falling trees and tree branches. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the Range facilities, equipment, premises and environment.
3. I UNDERSTAND THAT the EPGAC has no duty to undertake first-aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.
4. I UNDERSTAND THAT the EPGAC makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any Range facilities or equipment, including, but not limited to: physical structures, firearms, ammunition, eye/hearing protection, and first-aid supplies.
5. I ACKNOWLEDGE the general risks described above and the specific risks associated with the Shooting activities and as condition to Participant engaging in the Shooting Activities, I AGREE (and, if applicable, Parent or Legal Guardian agrees on behalf of minor) to:
 - a. ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to the Participant while or as a result of participating in an Shooting Activities;
 - b. RELEASE, HOLD HARMLESS and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against EPGAC, the Estes Valley Recreation and Park District (EVRPD) and the Town of Estes Park, it's insurance carriers, affiliates, officers, directors, instructors, representatives, assignees,

employees, volunteers, or sponsors (the "Indemnified Parties") that are based on or that result from, in whole or in part, participation in Shooting Activities;

- c. INDEMNIFY and DEFEND THE INDEMNIFIED PARTIES FROM ANY LIABILITY, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant while taking part in any Activity, including, but not limited to, those injuries and damages caused by negligence and/or breach of warranty, express or implied, on the part of the Indemnified Parties.
- d. PAY ALL COSTS including attorney's fees incurred by any Indemnified Party in defending a claim or suit brought by or on behalf of Undersigned.

- 6. I AGREE to assume all responsibility and liability for any act or acts, even any negligent, reckless or criminal act or omission to act, of my Guests at the Range (I understand that "my Guests" includes any and all persons who are not a Member of the EPGAC who enter on to the Range, use the Range facilities or engage in or observe Shooting Activities at the Range as a result of my express invitation, permission or consent). I agree that I will ensure that each of my Guests read and sign an official EPGAC "Assumption of Risk, Release of Liability & Indemnity Agreement."
- 7. I AGREE to abide by all EPGAC Range Rules, and to ensure that my Guests do so as well.
- 8. I CERTIFY THAT I am not a fugitive from justice or under indictment. I have not been convicted of a felony, misdemeanor or any crime. I am not drug or alcohol dependent; I am not under adjudication of mental incompetence; I have not been convicted for domestic violence.
- 9. I AGREE THAT ALL Claims for injury to person or property and/or death arising from my and/or Minor's participation in Shooting Activities shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be the District Court residing where the alleged incident occurred or in Federal Court for the District of Colorado.
- 10. I AGREE THAT this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after and shall be applicable to each and every occasion that I or my Guests enter on to the Range, use Range facilities or equipment or engage in or observe Shooting Activities at the Range.
- 11. I AGREE THAT this Agreement shall be binding to the full extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Agreement on behalf of Minor and that Minor shall be bound by all the terms of the Agreement. The Undersigned understands and agrees that if this Agreement is not signed on behalf of Minor, the Minor would not be permitted to participate in the Activity. This Agreement shall be binding upon Undersigned's assignees, subrogors, heirs, next of kin, executors and personal representatives.

Undersigned has carefully read this agreement, understand its contents and signs it with full knowledge of its significance.

Executed this ____ day of _____, 20____.

Print Name of Participant	____/____/____ DOB	Signature of Participant (if 18 or Older)
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Print Name of Parent or Legal Guardian (if applicable)	Signature of Parent or Legal Guardian
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