

**MANVILLE SPORTSMEN'S ROD AND GUN CLUB
ACKNOWLEDGEMENT OF RISK AND
WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

Directions for Completing this Form:

As of Sunday, February 9th, 2014 all members, guests, and spectators must have a signed copy of the ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT on file with the Club prior to entering any Manville Sportsmen's Rod & Gun Club Inc. range. Please submit the entire form to a member for verification and acceptance.

Members, Guests, and spectators over the age of 18:

1. Please read pages 1 and 2 of the waiver document and print clearly in the box provided on page 2, your name, address, city, state, and zip (phone number and e-mail address are optional).
2. Check the box indicating member or nonmember status.
3. Sign and date the form.
4. A Manville Sportsmen's Rod & Gun Club Inc. member must review the printed information, confirm that it is legible, signed and dated.
5. The member will print his/her name on the form and sign in the space provided as the person accepting this form.
6. Page one (1) **and** two (2) of the ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT, when complete, shall be placed in either the box at the lower entrance to the clubhouse or the box inside the rifle range house provided for that purpose.

Guests and spectators under the age of 18 (Minors):

1. Anyone under the age of 18 on any Manville Sportsmen's Rod & Gun Club Inc. range as a guest, participant, or spectator must have a signed ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT form (page 2 of 3 of the waiver document) on file from at least one parent or legal guardian as indicated above **AND:**
2. A WAIVER FOR MINOR PARTICIPANTS form (page 3 of 3 of the waiver document) with the parent's or legal guardian's name clearly printed on both forms, signed and dated.
3. Each minor child under the age of 18 that will be present on any Manville Sportsmen's Rod & Gun Club Inc. ranges as a guest, participant, or spectator must be listed with their name printed, age, and data of birth.
4. A Manville Sportsmen's Rod & Gun Club Inc. member must review the printed information, confirm that it is legible, signed and dated.
5. The member will print his/her name on the form and sign in the space provided as the person accepting this form.
6. **All three pages** of the ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT form shall be placed in either the box at the lower entrance to the clubhouse or the box inside the rifle range house provided for that purpose.
7. Failure to submit **both** a signed ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT **and** a WAIVER FOR MINOR PARTICIPANTS form will be grounds to refuse entry or participation in any Manville Sportsmen's Rod & Gun Club Inc. sponsored activity.

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1. I hereby acknowledge that I have voluntarily applied to enter onto and to engage in and/or to observe shooting and other activities at the Manville Sportsmen's Rod and Gun Club, Inc. shooting ranges and facilities (the Club). It is my understanding that the term Manville Sportsmen's Rod and Gun Club, Inc. refers to the entity, by whatever name commonly known or generally referred to, located at 250 High Street, Manville Rhode Island. I further acknowledge and understand that "shooting and other activities" includes any and all activities of any kind whatsoever in which I engage in or observe while on the premises of the Club, whether or not sponsored by the Club.

2. I ACKNOWLEDGE AND UNDERSTAND THAT SHOOTING ACTIVITIES 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 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 and other activities of the Club.

3. I FURTHER ACKNOWLEDGE AND UNDERSTAND that the nature and condition of the Club 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 and other Club facilities and in engaging in or observing any activities of any kind whatsoever while at the Club. I understand that such hazards and risks cannot be eliminated without compromising the essential qualities of the Club and environment. I acknowledge and understand that the Manville Sportsmen's Rod and Gun Club, Inc. 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 FURTHER ACKNOWLEDGE AND UNDERSTAND that the Manville Sportsmen's Rod and Gun Club, Inc. makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any Club facilities or equipment, including, but not limited to: firearms, ammunition, eye/hearing protection, and first-aid supplies.

5. I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS IN ENGAGING IN ACTIVITIES AT THE CLUB OR CONDITIONS EXISTING AT THE CLUB AND IN ENTERING ONTO THE PREMISES OF THE CLUB AND IN USING CLUB FACILITIES OR EQUIPMENT OR OBSERVING OR ENGAGING IN SHOOTING AND OTHER ACTIVITIES AT THE CLUB. I AGREE TO ABIDE BY ALL MANVILLE SPORTSMEN'S ROD AND GUN CLUB, INC. BY-LAWS AND RANGE RULES.

6. I FURTHER AGREE and understand that the Club may hold me responsible and liable to the fullest extent allowed by law for any negligent, reckless or criminal act or omission to act on the part of myself at the Club. I further agree that if I am signing this agreement as a member I will ensure that each of my guests reads and signs a copy of this "ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT." I further agree that my failure to insure that my guests read and sign said Agreement may result in my immediate expulsion from the Club or other sanction deemed fit and necessary by Club membership.

7. I hereby RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS the Manville Sportsmen's Rod and Gun Club, its officers, directors, attorneys, agents, employees, contractors, volunteers, affiliated individuals, and members or organizations of the Manville Sportsmen's Rod and Gun Club, Inc., from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that I, my next of kin, heirs, guardians, representatives or assigns may have for property damage, personal injury or death resulting from me entering onto the Club premises, from using Club facilities or equipment, or engaging in or observing shooting and other activities at the Club, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by the Manville Sportsmen's Rod and Gun Club, Inc.

8. I hereby INDEMNIFY the Manville Sportsmen's Rod and Gun Club, Inc., its officers, directors, attorneys, agents, employees, contractors, volunteers, affiliated individuals, and members or organizations of the Manville Sportsmen's Rod and

Gun Club, Inc., from and against any and all claims, demands, damages, expenses, causes of action, attachments of property, or liability of any kind whatsoever, that any party, including but not limited to me, my next of kin, heirs, guardians, representatives or assigns, any next of kin, heirs, guardians, representatives or assigns, or any other third party or entity claiming injuries or damages from the actions or inactions of me for property damage, personal injury or death resulting from me entering onto the Club premises, from using Club facilities or equipment, or engaging in or observing shooting and other activities at the Club, even if such claims, demands, damages, expenses, causes of action, attachments of property, or liability result partially or wholly from any act or acts, even any negligent act or omission to act, including negligent or omitted first-aid or rescue operations or procedures, by the Manville Sportsmen's Rod and Gun Club, Inc. This indemnification includes any expenses, including but not limited to attorney fees, incurred in the defense of any claims brought by or for any of the aforesaid persons, including third parties, as well as any damages awarded through litigation, mediation, ADR, or any other form of settlement in or out of court. It is my intent that no claim of any person or entity through me or any claims of any person or entity against me shall ever cause the Manville Sportsmen's Rod and Gun Club, Inc. to incur any expense of any kind whatsoever.

9. I UNDERSTAND that amateur or commercial still, video and/or motion picture photography may occur during my presence at the Club and that I may be incidentally included in such photography. Should I wish to be excluded from such photography, I understand that it is my responsibility to be aware of photographic activity and remove myself from the area or event being photographed. Absent such action on my part, I hereby grant the Manville Sportsmen's Rod and Gun Club, Inc., its sponsors and beneficiaries, the right to use my photographic image in the promotion of the Manville Sportsmen's Rod and Gun Club, Inc. activities or shooting sports in general, in accordance with accepted journalistic practice.

10. I FURTHER ACKNOWLEDGE AND AGREE that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision or portion is held to be invalid, contrary to law, void or otherwise unenforceable, then such portion does not void any other part of this agreement, and that the remaining provisions or portions shall continue and remain in full legal force and effect.

11. I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent 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 shall be applicable to each and every occasion that I enter the Club premises, use the Club facilities or equipment or engage in or observe shooting and other activities at the Club.

I have carefully read this Agreement and I understand its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement, which I sign voluntarily and of my own free will in exchange for my use and enjoyment of the Club facilities.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS AND THAT BY SIGNING THIS AGREEMENT I AGREE NOT TO SUE THE MANVILLE SPORTSMEN'S ROD AND GUN CLUB. I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF RHODE ISLAND AND THAT VENUE FOR ANY ACTION OR PROCEEDING SHALL BE IN PROVIDENCE COUNTY, RHODE ISLAND.

Print Clearly:	
Name: _____	Member <input type="checkbox"/> Nonmember <input type="checkbox"/>
Address: _____	
City, State, Zip: _____	
Phone Number: _____	E-mail Address: _____
Signature: _____	Date (mm/dd/yyyy): : _____
MEMBER ACCEPTING FORM:	
Print Name Clearly: _____	Signature: _____

WAIVER FOR MINOR PARTICIPANTS

I/We the parent(s) and/or legal guardian(s) of the below named participant(s) in activities at the Manville Sportsmen's Rod and Gun Club hereby give my/our permission to his/her participation in, and if need be, transportation to and from any Club related activities. I/we hereby acknowledge that in allowing our child to participate we hereby waive, release, absolve indemnify and agree to hold harmless the Manville Sportsmen's Rod and Gun Club, Inc., its members, officers, organizers, sponsors, coaches, supervisors and participants including persons transporting my/our child to and from any Club related activities, for any claim arising out of any injury occurring to my/our child as a result of their participation in/with the Manville Sportsmen's Rod and Gun Club and/or activities.

In signing this WAIVER I/We hereby acknowledge having read the entire "ACKNOWLEDGEMENT OF RISK AND WAIVER/RELEASE OF LIABILITY & INDEMNITY AGREEMENT" and further acknowledge that I/we understand it and agree to the terms contained herein.

Print Clearly:

Parent/Legal Guardian: _____
Print Name Clearly

Parent/Legal Guardian: _____
Signature Date (mm/dd/yyyy)

Signed on behalf of:

Print Clearly:

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

Child's Name: _____ Age: _____ Date of Birth (mm/dd/yyyy): _____

MEMBER ACCEPTING FORM:

Print Name Clearly: _____ Signature: _____