

WAIVER AND RELEASE OF LIABILITY
Ashland Lake Gun Club, Inc.

Released Parties include: Ashland Lake Gun Club, Inc. (ALGC) located at 206 US Rt. 42, West Salem Ohio, 44287, its affiliates, shareholders, directors, officers, trustees, members, managers, subsidiaries, representatives, employees, agents, and property owners, successors, and assigns (hereinafter cumulatively "ALGC").

Releasing Parties: myself, which includes my heirs, successors, representatives, administrators and assigns (hereinafter known as "Releasor", "I" or "me").

ALGC activities include, but not limited to: any shooting, archery, or social event, club meetings, camping, boating, swimming, fishing, training, indoor range use and or casual use of ALGC facilities, equipment including firearms, and grounds by members or guests.

In consideration of the risk of injury while participating in ALGC Activities, and as a consideration for the right to participate in the activities, the Releasor knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all claims, demands, causes of action, suits and rights of any kind whatsoever arising out of Releasor's participation in the activity, and do hereby release and forever discharge ALGC for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activities, including traveling to and from an event related to these activities.

I am voluntarily participating in the aforementioned activities and I am participating in the activities entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or other's negligence, conditions related to travel, or the condition of the activity's location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity, including my travel to, from and during this activity.

I agree to indemnify and hold harmless ALGC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by the Releasors, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by the Releasors. If ALGC incurs any of these types of expenses, the Releasors agree to reimburse ALGC. Further, I agree that this "Waiver and Release" shall be interpreted by the laws of the State of Ohio, and any litigation shall be filed and litigated in the courts of Ashland County, Ohio.

I acknowledge that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, and event directors.

To the best of my knowledge I am in good health and in proper physical condition to safely participate in ALGC activities. I have no known physical or mental conditions that would affect my ability to safely

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participate in ALGC activities, or that would result in my participation creating a risk of danger to myself or to others.

I assert that I have not been advised or cautioned against participating by a medical practitioner.

I understand that it is my responsibility to inspect the course, facilities, equipment including firearms, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in ALGC activities, I am acknowledging that I have found the course, facilities, equipment including firearms, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my personal equipment.

I understand that it is my responsibility to continuously monitor my own physical and mental condition during activities, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize ALGC and emergency medical personnel at the activities to make emergency medical decisions on my behalf (including, but not limited to CPR and AED use).

In the event that I should require medical care or treatment, I agree to be financially responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I authorize ALGC to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by ALGC and agree to assume all costs of emergency medical transportation and treatment.

Disability: (for any activity with firearms or archery equipment, work party, or equipment operation) I certify that I am not, and on the date of the activity will not be, under the influence of alcohol, prescription, or non-prescription drugs that would in any way impair my ability to safely participate in ALGC activities. I further understand that the consumption of any alcohol and/or any illicit or illegal drugs or substances on any of the ranges is strictly prohibited. The consumption of any illicit or illegal drugs or substances before, during, and after any ALGC activity is strictly prohibited.

I also state that I am not a minor, nor incompetent, nor legally prohibited from possessing a firearm on the date I signed this waiver.

I acknowledge that ALGC has instituted its rules for the protection of the participant, co-participants, ALGC, and ALGC's neighbors. I agree to familiarize myself with those rules and follow them throughout the activity. I agree to become familiar with and abide by all written and/or posted rules of ALGC. I further agree not to challenge these rules on any basis at any time unless it is done at an ALGC trustee meeting following the club bylaws.

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I acknowledge that I have carefully read this "Waiver and Release" and fully understand that this is a release of liability. I expressly agree to release and discharge the Released Parties from any and all claims or cause of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against the Released Parties for personal injury, death or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for simple negligence on the part of ALGC.

This release shall continue in force and be applicable to ALGC activities, unless revoked by me in writing served upon ALGC, by certified mail, at least ten, (10) days prior to the date upon which revocation shall become effective. I agree that this Release Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, the balance hereof will, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ALL OF ITS TERMS. I EXECUTE THE SAME VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

In witness whereof, I have executed this Release on this _____ day of _____, 20____, and there is no expiration date for this Release.

Your signature (Releasor)

Print Name (Releasor)

Signature of an adult Witness

Print Name (Witness)

----- Minor's Information below -----

Signature of Parent or Guardian of any
Competitor, Participant or Volunteer
under 18 years of age

Print Name (Parent/Guardian)

Minor's Name

____/____/____
Minor's birth date

Minor's age