



South Florida Shooting Club, Inc.

Acknowledgment of Risk

Release and Indemnity Agreement

1. In return for being allowed to enter the Club and enter onto the Club's shooting range ("the Range"), and to observe and/or participate in shooting and other activities at the Club, I expressly agree to accept and assume any and all risks existing at the Club and the Range, and in entering onto the Range and in using Range facilities or equipment and engaging in or observing shooting and other activities at the Range or other Club facilities. I agree to abide by all bylaws, rules and range rules of the Club. I consent to administration of first aid and other medical treatment in the event of injury or illness at the Club.
2. **I HEREBY ACKNOWLEDGE** that I have voluntarily applied to enter onto and to engage in or to observe shooting and other activities at the Club, including the Range. I further acknowledge and understand that "shooting and other activities" includes any and all activities of all kind whatsoever in which I can engage in or observe while at the Club, whether sponsored by the Club or any other person or entity.
3. **I ACKNOWLEDGE AND UNDERSTAND** that shooting and other activities involve both known and unknown risks, which could result in damage or destruction to my property or property of others, and physical or emotional injury, including partial or total loss of eyesight or hearing, paralysis or death to myself or others. The risks include, by way of example and not limitation, being shot, whether by myself or others, inhalation or other harmful contact with lead, brass, gunpowder, cleaning solvents, and 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, and so I accept those risks and the consequences in return for being allowed to enter the Club, enter onto the Range, and participate or observe shooting and other activities at the Club.
4. **I FURTHER ACKNOWLEDGE AND UNDERSTAND** that the nature and condition of the Range and other Club facilities, premises and environment is such that both known and unanticipated risks and hazards exist, which create or contribute to both known and unanticipated risks inherent in entering the Club, in entering onto the Range facilities, and in engaging in or observing shooting or any other activities of any kind whatsoever while at the Club. I understand that such risks and hazards cannot be eliminated without compromising the essential qualities the Range and other Club facilities, equipment, premises and environment. I acknowledge and understand that neither the Club or any of its managers, members, shareholders, officers, directors, partners, agents, representatives or employees has a 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.
5. **I FURTHER ACKNOWLEDGE AND UNDERSTAND** that neither the Club, South Florida Shooting Grounds, LLC, owner of the property where the Club and Range are located, nor any of their respective subsidiaries, managers, members, shareholders, officers, directors, partners, agents, representatives and employees makes any representation or warranty as to the design, manufacture, maintenance, condition or fitness for any particular purpose of any of the facilities or equipment at the Club, including, but not limited to: the Range, firearms, ammunition, eye/hearing protection, and first aid supplies.
6. **I FURTHER AGREE** to assume all responsibility and liability for any negligent, reckless or criminal act or omission to act all of my guests at the Club. I understand that "Guests" included any person who is not a member of the Club who enters the Club, enters onto the Range, or uses the Range or other Club facilities, or who engages in or observes shooting and other shooting activities at the Club as a result of my express or implied invitation, permission or consent. I agree that I will ensure that each of my guests reads and signs an "Acknowledgement of Risk, Release and Indemnity Agreement."
7. **I AGREE NOT TO SUE, AND I RELEASE, FOREVER DISCHARGE, HOLD HARMLESS AND AGREE TO DEFEND** the Club, South Florida Shooting Grounds, LLC, owner of the property where the Club and Range are located, and each of their representative affiliates, subsidiaries, managers, members, shareholders, officers, directors, partners, agents, representatives, volunteers, and employees, successors and assigns; and the sponsors of any event at the Club and their affiliates, and each of their respective subsidiaries, managers, members, shareholders, officers, directors, partners, agents, representatives and employees for, from and against any and all present and future liabilities, obligations, damages, losses,

claims, costs or expenses of any kind whatsoever that may be made by me, my family, estate, heirs, guardians, representatives or assigns for property damage, personal injury or death arising as a result of me or my guests entering the Club, entering onto the Range, using Range facilities or equipment, or engaging in or observing shooting or other activities at the Range, even if such claims 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 any of the Releasees. I understand and agree that none of the Releasees is responsible for any claim, if caused by his/her/its own negligence.

8. **I AGREE TO IDENTIFY AND DEFEND** all Releasees from any and all claims, including but not limited to claims brought by me, my family, estate, heirs, guardians, representatives or assigns, any guest of mine, or any other person or entity making a claim as a result of the alleged actions or inactions of me or any guest of mine, even if such claim results partially or wholly from any act or acts, even negligent acts or omissions to act, including negligent or omitted first aid or rescue operations or procedures of any Releasee. This identification includes all expenses, including attorney fees incurred in the defense in any such claim, irrespective of how such claim is resolved, i.e., through litigation, mediation, or any other form in or out of court. It is my intent that no claim of any person or entity through me or my guests, or any other claims of any person or entity against me or my guests shall ever cause any of the Releasee to incur any expenses whatsoever.
9. **I UNDERSTAND** that amateur or commercial still video, videography and other motion picture photography may occur during my presence at the Club or on the Range 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 the photography activity and remove myself from the area or event being photographed. Absent such action on my part, I hereby grant the Club, its sponsors and beneficiaries, the right to use my photographic images in the promotion of the Club, 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, that 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 effort.
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 state of execution and shall be applicable to each and every occasion that I or any guest of mine enter into on the Range, use the Range facilities or equipment or engage in or observe shooting or other activities at the Range.

I HAVE CAREFULLY READ THIS AGREEMENT AND 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. I FURTHER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT MAY BE AMENDED OR MODIFIED ONLY BY A WRITING SIGNED BY ME AND BY AN AUTHORIZED AGENT OF THE CLUB.

I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS AND THAT BY SIGNING THIS AGREEMENT I AGREE NOT TO SUE THE RELEASEES. I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF FLORIDA AND THAT VENUE FOR ANY ACTION OR PROCEEDING SHALL BE IN MARTIN COUNTY, FLORIDA.

NAME _____ AGE _____

ADDRESS _____ CITY, ST, ZIP _____

PHONE _____ EMAIL _____

SIGNATURE _____

I HEREBY REPRESENT AND WARRANT THAT I AM THE MEMBER WHO INVITED THE ABOVE GUEST, OR THE PARENT AND LEGAL GUARDIAN OF THE MINOR WHOSE NAME AND SIGNATURE APPEAR ABOVE AND GRANT MY PERMISSION AND CONSENT TO SUCH GUEST OR MINOR.

SIGNATURE _____