**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT**

**AND COVENANT NOT TO SUE**

**Saturday, May 25, 2019**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR USE OF Pickens County Sportsman’s Club (PCSC) or anyone associated with the organization of the Recoil Rally, NOW OR ANY TIME IN THE FUTURE.**

I, the undersigned user, hereby acknowledge and agree that the use of firearms and the use of the **Pickens County Sportsman’s Club (PCSC)** facilities located Pickens County Georgia may be dangerous and may involve the risk of serious bodily injury. I have full knowledge of the nature and extent of all of the risks associated with the use of the PCSC facilities, including, but not limited to: (1) all manner of injury, including, but not limited to death and/or paralysis, arising from target shooting, the use of firearms or their discharge; (2) injuries resulting from intentional or inadvertent discharge of firearms by myself or others using the PCSC facilities, including loss of hearing, burns, blindness, or other injury; (3) injuries resulting from explosions, contact with projectiles and hardware; and (4) failure or misuse of any equipment, whether owned and maintained by PCSC or otherwise. I have been encouraged to use vision and hearing protection at all times when present on the facilities of PCSC. If I choose not to use such protection, I agree to assume the additional risks associated with lack of their use. I acknowledge that the above list is not inclusive of all the possible risks associated with my use of PCSC and that the above list in no way limits the extent of this Waiver of Liability/Indemnification Agreement and Covenant Not to Sue.

In consideration of my use of PCSC, I agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the “Releasors”), **HEREBY DO RELEASE** PCSC, its owners, shareholders, officers, directors, employees, (the “PCSC Releasees”) or anyone associated with the organization of the Recoil Rally (the “Recoil Rally Releasees”) from any cause of action, claim, or demand of any nature whatsoever (except for their gross negligence or willful misconduct) which the Releasors may now have or have in the future against the PCSC Releasees or Recoil Rally Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of PCSC and attendance at the Recoil Rally, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of the PCSC Releasees or Recoil Rally Releasees. I further covenant that I shall bring no civil action against the PCSC Releasees or Recoil Rally Releasees based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using PCSC and that by signing this Agreement, I am relieving the PCSC Releasees and Recoil Rally Releasees of any and all liability for such loss, damage or death (other than as a result of their gross negligence or intentional misconduct).

I do hereby further agree to **INDEMNIFY AND HOLD HARMLESS** the PCSC Releasees and Recoil Rally Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or willful misconduct of the PCSC Releasees or Recoil Rally Releasees) arising out of or in any way relating to my use of PCSC (excluding any violation of environmental laws). I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of PCSC.

 **Rules of firearm safety**

* All guns are always loaded (until you establish whether they are or not).
* Never let the muzzle cover anything you are not willing to destroy. Keep your gun pointed in a safe direction at all times: on the range, at home, loading, or unloading.
* Keep your finger off the trigger until you are ready to shoot.
* Be sure of your target. Know what it is, what is in line with it and what is behind it.
* Pistol is always holstered when not shooting
* Holster before moving off the line

This document is governed under the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

I acknowledge that I have read and understand the above rules of firearm safety and that I have been given a safety briefing.

**If User is under 18 years old: Parent/Guardian Consent**

I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this **Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.**

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