

RELEASE OF LIABILITY, AGREEMENT TO WAIVE CLAIMS, EXPRESS ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

(Read the following and be certain you understand the implications of signing)

By signing this document I understand that I waive certain legal rights, including the right to sue Miami Rifle and Pistol Club, an Ohio not-for-profit corporation (hereinafter referred to as "Miami"), and its officers and agents.

EXPRESS ASSUMPTION OF THE RISKS ASSOCIATED WITH HANDLING, CARRYING, AND SHOOTING FIREARMS AND AMMUNITION

I, _____ do hereby affirm and acknowledge that I am aware of the inherent hazards and risks associated with firearms and live ammunition and their use and handling. I fully understand that these risks can lead to severe injury to myself or others and even death. Despite the potential hazards and dangers associated with firearms and live ammunition, and the participation in recreational, educational and sporting use of firearms, or while observing others engaged in these activities, I wish to engage in these and other firearms related activities on the premises of Miami. I freely accept and expressly assume all risks, dangers, and hazards that may arise from the use of firearms by myself and others at Miami and which could result in personal injury, death and property damage to myself or others.

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In consideration for being allowed to participate in or observe any firearms related activity at Miami, being permitted to use Miami's facilities and equipment, being permitted to be present on any real estate owned, leased or used by Miami, and being permitted to be a member or guest, I hereby agree as follows:

1. TO WAIVE AND RELEASE ANY AND ALL CLAIMS, DIRECT OR INDIRECT, AND ALL RIGHTS OF DAMAGES RECOVERY THAT I MAY HAVE NOW OR IN THE FUTURE AGAINST MIAMI AND ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS (HEREINAFTER REFERRED TO AS "Releasees").
2. TO RELEASE THE RELEASEES, FROM ALL LIABILITY AND RESPONSIBILITY, WHATSOEVER, FOR ANY CLAIM OR CAUSE OF ACTION THAT I, MY ESTATE, HEIRS, EXECUTORS OR ASSIGNS MAY HAVE, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, PERSONAL INJURY, PROPERTY DAMAGE, IMPAIRMENT, LOST WAGES, WRONGFUL DEATH AND ALL POSSIBLE CLAIMS ARISING FROM FIREARMS USE OR OTHERWISE OCCURRING ON MIAMI'S PREMISES, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY EXECUTING THIS DOCUMENT, I AGREE TO RELEASE AND HOLD THE RELEASEES HARMLESS FOR ANY INJURY OR DEATH WHICH MAY OCCUR TO ME OR OTHERS WITHOUT REGARD TO WHETHER THE INJURY OR DEATH OCCURS WHILE ACTUALLY ENGAGED IN ANY FIREARMS ACTIVITIES.
3. To indemnify and defend Releasees from any suits and all claims and expenses, including attorney fees and costs of defense, arising from any claims resulting from my negligence or conduct. I will also indemnify and defend Releasees from any suits and all claims arising from the negligence or conduct of persons who I bring to Miami as my guest.
4. To abide by any and all safety rules and range procedures in effect at Miami. I acknowledge that it is my duty to know and understand these rules. I understand that a violation of safety rules may result in my immediate ejection from Miami.
5. By entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of Ohio. I intend that the above waiver and release be as broad and inclusive as permitted by law, and if any portion is adjudged invalid or illegal, the remaining portions shall continue in full force.

I hereby declare I am competent to sign this Agreement. I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, I AGREE TO BE BOUND BY IT.

SIGNATURE _____

DATE _____

SIGNATURE OF PARENT OR GUARDIAN _____

DATE _____

Use of Miami's premises is conditioned upon acceptance of the above obligations and terms.